

STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or the broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed this Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement the buyer may choose not to be represented but simply receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written brokerage agreement with a different company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.


Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

_____ **COLDWELL BANKER REALTY** _____ act as a Dual Agent for me as
the
(Firm Name)

☒ **Seller** in the sale of the property at:
759 Linnard Street, Baltimore, MD 21229

☐ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.


Signature Date

dotloop verified
07/22/25 7:45 AM EDT
OVH9-VJTD-EJUD-VWJW

Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

759 Linnard Street, Baltimore, MD 21229
Property Address

Signature Date

Signature Date

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature Date

Signature Date



COLDWELL BANKER
REALTY

NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM dated _____ to the Contract of Sale
between Buyer _____
and Seller **Rafael L. Torres Jr**
for Property known as **759 Linnard Street, Baltimore, MD 21229**.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER**:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and



- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Buyer's Signature Date

Buyer's Signature Date

Agent's Signature Date

Rafael L Torres Jr

dotloop verified
07/22/25 7:45 AM EDT
KUGF-AQLL-AQUV-RMPE

Seller's Signature Date

Seller's Signature Date

Romeo Santos III

dotloop verified
07/03/25 10:24 AM EDT
HEYJ7G4-K4M0-YFBB

Agent's Signature Date

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown
 Comments: _____

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☒ Unknown ☐ Does Not Apply
 Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown
 Type of Roof: _____ Age: _____
 Comments: _____
 Is there any existing fire retardant treated plywood? ☐ Yes ☒ No ☒ Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown
 Comments: _____

5. Plumbing system: Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown
 Comments: _____
 Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes ☒ No ☐ Unknown
 Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No
Are the smoke alarms over 10 years old? ☐ Yes ☒ No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☒ Yes ☐ No
 Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 When was the system last pumped? Date: _____ ☒ Unknown
 Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☒ No ☐ Unknown
 Comments: _____
 Home water treatment system: ☐ Yes ☐ No ☒ Unknown
 Comments: _____
 Fire sprinkler system: ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Are the systems in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

11. Insulation:
 In exterior walls? ☒ Yes ☐ No ☐ Unknown
 In ceiling/attic? ☐ Yes ☐ No ☒ Unknown
 In any other areas? ☒ Yes ☐ No Where? _____
 Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
☐ Yes ☒ No ☐ Unknown
 Comments: _____
 Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? ☐ Yes ☒ No ☐ Unknown

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☒ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐ Yes ☒ No ☐ Does Not Apply ☐ Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☒ No ☐ Unknown

Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s)

Rafael L Torres Jr

dotloop verified
07/22/25 7:45 AM EDT
EA01-L9L-PT0Q-G6IP

 Date _____

Seller(s) _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☒ No If yes, specify:

Seller *Rafael L Torres Jr* dotloop verified
07/22/25 7:45 AM EDT
DNZQ-COZT-E4VO-DV2X

Date_____

Seller

Date_____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser

Date_____

Purchaser

Date_____



**COLDWELL BANKER
REALTY**

DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE
 SELLER'S DISCLOSURE made on 07/03/2025 ▪ ADDENDUM to Contract of Sale dated _____
 between Buyer _____
 and Seller Rafael L. Torres Jr
 for Property known as 759 Linnard Street, Baltimore, MD 21229

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked**.

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Exist. W/W Carpet | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> TV Antenna |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Fireplace Screens/Doors | <input type="checkbox"/> Pool, Equipment & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Fireplace Equipment | <input type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Wall Mount TV Brackets |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Freezer | <input type="checkbox"/> w/ Ice Maker(s) # _____ | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Screens | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garage remote(s) # _____ | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Hot Tub, Equipment & Cover | <input type="checkbox"/> Storm Doors | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Intercom | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Microwave | <input type="checkbox"/> Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Fuel Tank(s) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solar Panels | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES. WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

- | | | | | | |
|------------------|--|--|--------------------------------|------------------------------------|--|
| Water Supply | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | | |
| Sewage Disposal | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Septic | <input type="checkbox"/> Other | | |
| Heating | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Heat Pump | <input checked="" type="checkbox"/> Other _____ Natural Gas |
| Hot Water | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | | <input checked="" type="checkbox"/> Other _____ Natural Gas |
| Air Conditioning | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | | | <input type="checkbox"/> Other _____ |

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature **Date**

Buyer Signature **Date**

Rafael L. Torres Jr
Seller Signature **Date**

Seller Signature **Date**





**COLDWELL BANKER
REALTY**



**MARYLAND
(BALTIMORE CITY)
GENERAL ADDENDUM TO ALL CONTRACTS OF SALE
FOR IMPROVED PROPERTIES LOCATED IN THE STATE OF MARYLAND**

**Required Coldwell Banker Realty Addendum for Every Contract of Sale for New or Resale,
Improved Residential Property**

Contract of Sale dated _____

Buyer(s): _____

Seller(s): Rafael L. Torres Jr

Property: 759 Linnard Street, Baltimore, MD 21229

- Regarding:
1. **Consumer Disclosure Required by Federal Law**
 2. **Notice of Buyer's Right to Include a Contingency for Property Inspection(s)**
 3. **Consumer Disclosures Required by State and/or Local Law**
 4. **Additional General Contract Provisions**

1. LEAD-BASED PAINT HAZARD: Poisoning from lead-based paint is a serious health hazard, particularly to young children and pregnant women. Lead-based paint occurs more often in houses constructed prior to 1978. Extensive rental property registration and certification and owner and tenant notice and acknowledgment documentation is mandatory.

LEAD-BASED PAINT HAZARDS. Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer(s), based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer(s) with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the Buyer(s), the Seller is required to provide the Buyer(s) with the EPA pamphlet entitled "Protect Your Family from Lead in Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the Act were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Lead-based paint information can be obtained by contacting the National Safety Council's National Lead Information Center (1-800-424-5323).

2. **PROPERTY INSPECTION: (*)**

A. **General Terms:** Buyer has the right, subject to Seller's written acceptance, to make the offer to purchase contingent upon an inspection of the Property. The inspections will be performed by a professional engineer, expert or inspection specialist of Buyer's choice, at Buyer's risk of damage to the Property, and at Buyer's expense. Buyer has the right to be present during any inspection of the Property. Separate inspection addenda shall set forth the scope of the inspection and shall include provisions regarding the timely completion of the inspection and the delivery of inspection results as well as the mechanism or procedure to be followed by Buyer and Seller in responding to situations or conditions objected to by Buyer. The Brokers and Sales Associates may, if requested, provide information regarding inspection service companies available and fees charged.

B. **Scope of the Property Inspections:**

1. **Inspection of the Structural Components:** Buyer may wish to have an inspection for the purpose of determining the physical condition of the following items or systems now present on the Property and included in the purchase price: heating, plumbing, electrical and air cooling and/or filtering systems; roof and roof components, structural components and foundation and basement insofar as water penetration is concerned.

2. **Other Property Characteristics to Be Considered:** There may be a number of property characteristics which could affect the suitability of the Property for Buyer's intended use. Brokers and Sales Associates are not generally aware of these characteristics and/or do not have the technical knowledge to advise Buyer of the significance of these characteristics. Therefore, Buyer may wish to have additional inspections of the Property made. The following information is provided to assist Buyer in making an informed decision regarding the scope of any additional inspections.

a. **Environmental Considerations: Hazardous Materials:** There are hazardous materials which could affect the Property. Hazardous materials include, but are not necessarily limited to, petroleum products, cleaning chemicals, paint and lead-based paint (See Section 1), lawn and garden chemicals, urea formaldehyde foam insulation (UFFI), asbestos, toxic mold, contamination affecting soil and drinking water, electromagnetic fields from high tension wires, interior pollutants from improper ventilation, including the presence of radon gas in excess of EPA standards, the proximity of landfills and disposal sites, and the presence of underground storage tanks. Additional information regarding these substances is available from the U.S. Environmental Protection Agency (EPA) at (202) 546-4111 or www.epa.gov/epahome/hotline.htm and/or the Maryland Department of the Environment at (410) 537-3000 or www.mde.state.md.us.

b. **Fire Retardant Treated Plywood Used in Construction:** In some instances, the use of fire retardant treated (FRT) plywood as roof sheathing has resulted in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire retardant treatment used, the temperature levels in the roof and attic system and the degree of moisture present in the roof and attic system. Additional information regarding fire retardant treated plywood is available from the National Association of Homebuilders Research Center at www.toolbase.org.

c. **Waters of the U.S.: Jurisdictional Wetlands:** If all or a portion of the Property has been designated tidal or nontidal wetlands, the approval of both the federal and state government may be necessary before a building permit for either new construction or expansion or improvement of existing structures can be issued for the Property. Additionally, the future use of existing improved properties may be restricted. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers, Regulatory Branch (410) 962-3670 and the Maryland Department of Natural Resources, Tidal Wetlands Division (410) 537-3837 and the Nontidal Division (410) 537-3768.

d. **Airport Noise Zone:** If all or a portion of the Property is located in the vicinity of an airport, Buyer may wish to review an airport noise zone map if available.

e. **Flood Plain: (*)** The Property or part of the Property could be located in an area established by the government as a "flood plain". If the property is located in a flood plain, flood insurance could be required by the mortgage lender as a condition for granting a mortgage. Construction on the Property could be prohibited or restricted.

3. **CONSUMER DISCLOSURES:**

A. **Disclosures Required by the State of Maryland:**

1. **Agency Disclosures and Acknowledgment:** (*) Buyer and Seller acknowledge that prior to entering into this Contract they have been fully informed in writing of the agency relationships which the Brokers and Sales Associates involved in this sale have with Buyer and with Seller and, in addition, Buyer and Seller have provided written consent to those agency relationships.
2. **Homeowners Association and/or Condominium Law and Private Agreements:** (*) If the Property is a part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, and/or subject to private maintenance agreements, Seller will make the necessary disclosures by additional attached addendum.
3. **Newly Constructed Residence:** (*) a) New Home Warranty Security Plan: If the Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty Security Plan approved by the State of Maryland (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type, and thickness (R factor) of insulation used in the walls and roof of newly constructed residences. c) Water/Sewer Service: The Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities constructed by the developer in the subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with detailed written disclosure of the amount of the fee, the duration of the charge, and any right to prepay or discount the fee.
4. **Forest Conservation:** The Maryland Forest Conservation Act requires that any person making an application for a development, subdivision, site plan, building or grading or sediment and erosion control permit for an area greater than 40,000 sq. ft. must complete forest stand delineation and forest conservation plans. These plans require preparing and filing extensive documents and payment of certain deposits/fees. Consult the appropriate office of the local government for details.
5. **Agriculturally Assessed Property/Mandatory Sludge Notice:** If the subject Property is agriculturally assessed, the Purchaser is given the following notice: "Under § 9-241 of the Environment Article of the Annotated Code of Maryland, the Department of the Environment is required to maintain permanent records regarding every permit issued for the utilization of sewage sludge, including the application of sewage sludge on farm land. A prospective buyer has the right to ascertain all such information regarding the property being sold under this transaction."
6. **Real Property Tax Escrow Notice:** Pursuant to the State of Maryland Annotated Code, Tax Property Article § 10-204.3, a property owner may elect to pay real property taxes on an annual or semi-annual basis. Buyer(s) is advised to convey to their settlement attorney whether they wish to pay real property taxes annually or semi-annually.

B. **Disclosures Required by Baltimore City: (*)**

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore City Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore City agency for information regarding such plans. For further information, contact Baltimore City Department of Planning at 410-396-7526 (PLAN), 417 E. Fayette Street, 8th Floor, Baltimore, MD 21202. <https://planning.baltimorecity.gov/master-plans>

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore City or other authorities for information regarding such plans.

Buyer's Signature: _____

Buyer's Signature: _____

2. **PROPERTY LOCATED IN BALTIMORE CITY: Tenant's Right of First Refusal:** If the property is, or has been, within six (6) months of the date hereof, a single family residential rental dwelling in Baltimore City, Maryland, the validity of the Contract is contingent upon compliance with the provisions of Title 13, Subtitle 6 of the Baltimore City Code (2004 Edition, as amended). **Transfer Certificate:** The zoning ordinance of Baltimore City, Subtitle 5 of the Baltimore City Code, 2005 Edition, regulates that every person who sells property in Baltimore City (other than a 1 or 2 family dwelling) shall attach to the Contract or instrument of conveyance, a Transfer Certificate issued by the Baltimore Zoning Administration.

3. **NEWLY CONSTRUCTED RESIDENCES IN BALTIMORE CITY:** Qualified buyers of newly constructed dwellings in Baltimore City may be entitled to receive the Baltimore City Newly Constructed Dwelling Real Property Tax Credit. If eligible, buyers must file the required application with the Baltimore City Department of Finance within 90 days after settlement or within 90 days after the owner first receives a notice of assessment on the building. Other conditions may be required by the department. Additional information may be obtained from the department by calling 443-984-4053.

https://propertytaxcredits.baltimorecity.gov/propertytaxcredits/Documents/NewConstructionTC/Newly_Constructed_Dwelling_Summary.pdf

4. **DISCLOSURE OF HEAVY-INDUSTRIAL AND RAILROAD OPERATIONS:** Buyer is advised that the property may be located near heavy-industrial operation (that is, land uses limited to an M-3 industrial zoning district under Zoning Code Title 7, Subtitle 4) or near railroad operations. These operations may involve the use of machinery, trucks, or trains, 24 hours a day, 7 days a week, and may create or cause noises, odors, fumes, bright lights, vibrations, and safety hazards.


Detailed information on the location of heavy-industrial (M-3) zones and on the location of railroad tracks can be found on the "BaltimoreCityView" website, at <http://CityView.BaltimoreCity.gov>.

5. **VACANT BUILDING NOTICE VIOLATION:** For someone to legally inhabit a property in Baltimore City, the property must not have a Vacant Building Notice issued by the Baltimore City Department of Housing and Community Development. Sellers can check and verify by reviewing the Baltimore City Code Map at this link <https://cels.baltimorehousing.org/codemapv2ext/>, or by calling Baltimore City Department of Housing and Community Development at 410-396-3470.


This property has ☒ does not have ☐ a current Vacant Building Notice _____ Seller's Initials.



If the property does have a Vacant Building Notice, the notice ☐ has ☐ has not been abated.

The seller has obtained a valid and current Occupancy Permit for the premises from the Department of Housing and Community Development  Seller's Initials

6. YIELD EXCISE TAX: Baltimore City passed an ordinance, 19-233, that requires for transactions greater than \$1,000,000, a 40% Yield Tax to be imposed as a transfer tax and a 15% Yield Tax as a recordation tax.

This transaction is ☐ is not ☒ greater than \$1,000,000  Seller's Initials Buyer's Initials

The seller is responsible for these taxes Seller's Initials Buyer's Initials

The buyer is responsible for these taxes Seller's Initials Buyer's Initials

The seller and buyer agree to split the costs  Seller's Initials Buyer's Initials

7. HISTORIC DISTRICTS: Some properties in Baltimore City are in historic districts and could be eligible for CHAP Credits. The buyer is aware that to receive or maintain the credit, guidelines must be followed. Additional information can be found at chap.baltimorecity.gov/about.chap.

4. **GENERAL PROVISIONS:** (*)

A. Suitability of Property for Specific Use: (*) Buyer, by submission and acceptance by Seller of a specific contingency clause, has the right to ascertain that the Property will meet a specific purpose or can be adapted to a specific use.

B. Certifications: Depending on the type of mortgage applied for by Buyer, lender may require certain certifications that relate to major structural components of the Property or require inspections/appraisals that certify that the Property is free of specific hazards or conditions. Buyer and Seller agree to cooperate in the production of said certificates. Unless otherwise required by law, costs of inspections/certifications will be paid by appropriate party.

C. Credit Reports and Financial Data Sheets: The Seller acknowledges that the content, and accuracy and completeness of any financial information concerning the Buyer submitted in conjunction with the Contract of Sale will be considered to be the sole and exclusive representation of the Buyer. Unless expressly stated to the contrary the real estate licensees involved in the transaction have neither verified nor investigated the financial information provided by Buyer.

D. Settlement/Title Agent: Buyer selects _____ ("Settlement/Title Agent") to conduct the settlement. Said Settlement/Title Agent shall order the title exam and survey (if required).

Buyer to Initial:

E. Insurance (*) "Homeowner's" insurance (property, casualty and liability insurance) protection for the buyer will be required by a mortgage lender and/or in any case is strongly recommended. Issuance of such insurance will require that the Buyer submit an application and may require an inspection of the property by a representative of the insurance company. Buyer is advised to communicate with an insurance company before final settlement to confirm that the required insurance policy will be issued and that the cost of the policy is within the range anticipated by the Buyer.

F. Release of Deposit: In the event the purchase transaction is not consummated, in accordance with Maryland law, deposits held in escrow by Coldwell Banker Realty generally will not be released absent written agreement of the parties to the contract of sale or a court order.

5. OWNER-OCCUPIED RESIDENTIAL PROPERTY: Section 16-2 of the Baltimore City Code provides for an exemption from the Recordation Tax for the first \$22,000 of the consideration payable on the conveyance of owner-occupied residential property. The exemption is intended to be solely for the benefit of Buyer. Buyer must provide a written statement, signed under oath, that Buyer will use the Property as Buyer's principal residence by actually occupying the Property for at least 7 months of the 12 month period immediately following conveyance.

PLEASE NOTE: AN ASTERISK (*) INDICATES THAT AN ADDITIONAL WRITTEN ADDENDUM PERTINENT TO THE SUBJECT MAY BE REQUIRED FOR THE CONTRACT OF SALE TO BE FULLY ENFORCEABLE.

Buyer and Seller by their signatures below confirm that they have read and that they understand and accordingly agree to the provisions of this General Addendum, including all information contained in the following paragraphs:

- 1. Consumer Disclosure Required by Federal Law
- 2. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
- 3. Consumer Disclosures Required by State and/or Local Law
- 4. Additional General Contract Provisions

BuyerDate

Rafael L. Torres Jr

dotloop verified
07/22/25 7:45 AM EDT
5QEJ-T0EL-C8YK-GXBM

SellerDate

BuyerDate

SellerDate

Buyer's Email Address

Seller's Email Address



**COLDWELL BANKER
REALTY**

TENANT OCCUPIED ADDENDUM

ADDENDUM dated _____ to Contract of Sale
between Buyer _____
and Seller Rafael L. Torres Jr
for Property known as 759 Linnard Street, Baltimore, MD 21229.

The following provisions are included in and supersede any conflicting language in the Contract.

1. **BUYER TAKES PROPERTY SUBJECT TO EXISTING LEASE:** Buyer agrees to take title to Property subject to the existing lease(s).
2. **RECEIPT OF COPY OF LEASE:** Buyer acknowledges receipt of a copy of the lease(s) and has read and understands the provisions.
3. **TRANSFER OF SECURITY DEPOSIT:** Pursuant to Section 8-203 (d)(4) of the Real Property Article of the Annotated Code of Maryland, Seller agrees to transfer to Buyer the security deposit(s) in the amount of _____ Dollars (\$ _____), together with statutory interest which has accrued from the date of receipt to the Date of Settlement.
4. **ADJUSTMENT OF RENT:** Seller agrees to adjust and apportion collected rents as of the Date of Settlement and transfer same to Buyer at Settlement.
5. **NOTICE TO TENANT:** At Settlement, Seller shall deliver to Buyer a letter to tenant(s), signed by Seller advising tenant(s) of the following:
 - a. The Property has been sold;
 - b. The name and address of Buyer;
 - c. That the security deposit(s), plus accrued interest, has been transferred to Buyer; and
 - d. Directions to tenant(s) to make all future payments of rent to Buyer at the address as set forth in the Notice to Tenant(s).
6. **SELLER DISCLOSURE OF BREACH OF LEASE AND/OR LEGAL/ADMINISTRATIVE ACTION:** Seller discloses the following information if any regarding tenant's default under the lease(s), court actions related to lease(s), administrative claims related to lease(s), violations of any federal, state, or local law or regulation related to lease(s) **(if none, state none):** _____.
7. **RENTAL LICENSE/REGISTRATION DISCLOSURE:** A rental license and/or registration is *(Seller to Initial one)* ☐ ☐ OR ☒ ☐ is not required to rent the Property. Buyer is advised that Seller's rental license may not be transferrable to Buyer and that Buyer may need to secure a new rental license.
8. **MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978, a separate Maryland Lead Poisoning Prevention Program Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.
NOTE: MDE Lead Registration is not transferrable.
9. **NOTICE REGARDING PROTECTIONS FOR TENANTS LIVING IN FORECLOSED PROPERTIES:** The Protecting Tenants at Foreclosure Act, a federal law, affords protections for bona fide tenants living in foreclosed properties. Protections under this law include the possibility that under certain circumstances a tenant may be able to reside in the Property for at least 90 days. Under Maryland law, bona fide tenants are afforded similar rights. Additional information regarding these requirements may be obtained by contacting the Consumer Protection Division, Maryland Office of the Attorney General at: <http://www.marylandattorneygeneral.gov/Pages/CPD/default.aspx>.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature **Date**

Buyer Signature **Date**

Rafael L. Torres Jr dotloop verified
07/22/25 7:45 AM EDT
3GME-JM9Q-OLXI-L9HP
Seller Signature **Date**

Seller Signature **Date**





COLDWELL BANKER
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Property Address: 759 Linnard Street, Baltimore, MD 21229

Year Constructed 1923

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Federal and Maryland State Lead Warning Statement

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) ☐ ☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
- (ii) ☒ ☐ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
- (i) ☐ ☒ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
- (ii) ☒ ☐ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) ☐ ☒ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) ☐ ☒ Buyer/Tenant has received the pamphlet *Protect Your Family from Lead In Your Home*.
- (e) **Buyer** has (initial (i) or (ii) below):
- (i) ☐ ☒ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) ☒ ☐ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

II. MARYLAND LEAD POISONING PREVENTION PROGRAM:

Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property ☐ / ☐ is or ☒ / ☐ is **not** registered in the Maryland Program (***Seller to initial applicable line***).



10/17



2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) / has; or / has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) / will; OR / will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. / (**BUYER**)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Rafael L. Torres Jr
dotloop verified
07/22/25 7:45 AM EDT
HK7F-MQUA-C8ZP-DOK5

Seller/Landlord Date

Seller/Landlord Date

Romeo Santos III
dotloop verified
07/03/25 10:30 AM EDT
X2N-EUWU-YUGJ-TYIA

Seller's/Landlord's Agent Date

Buyer/Tenant Date

Buyer/Tenant Date

Buyer's/Tenant's Agent Date





COLDWELL BANKER
REALTY



EPA AND HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE QUESTIONS AND ANSWERS REGARDING LEAD-BASED PAINT HAZARDS

The Rule

Q: What is the purpose of this rule and who is affected?

A: To protect the public from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

Q: When does the rule take effect?

A: The rule's effective date depends on the number of housing units owned.

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

Affected Housing

Q: What type of housing is affected by this rule?

A: This rule applies to all housing defined as target housing, which includes most private housing, public housing, housing receiving federal assistance, and federally owned housing built before 1978.

Q: What type of housing is not affected by this rule?

A: Housing that is not affected by this rule includes:

- 0-bedroom dwellings, such as lofts, efficiencies, and studios.
- Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.
- Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.
- Rental housing that has been inspected by a certified inspector and is found to be free of lead-based paint.

Q: How does this rule apply to housing common areas such as stairwells, lobbies, and laundry rooms?

A: Common areas are those areas in multifamily housing structures that are used or are accessible to all occupants. The rule requires that sellers and lessors disclose available lead information about common areas so that families can be informed about preventive actions.

Q: Why doesn't this rule affect housing built after 1978?

A: Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint in housing in 1978.

Q: Is my home unsafe if it contains lead-based paint?

A: Approximately three-quarters of the nation's housing built before 1978 contains some lead-based paint. This paint, if properly managed and maintained, poses little risk. If allowed to deteriorate, lead from paint can threaten the health of occupants, especially children under 6 years old. If families and building owners are aware of the presence of lead-based paint and the proper actions to take, most lead-based paint hazards can be managed. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides important information for families and home owners to help them identify when lead-based paint is likely to be a hazard and how to get their home checked

CBR CB650NL (07/22/03)

Seller & Lessor Responsibilities

Q: What if I'm selling target housing?

A: Property owners who sell target housing must:

Disclose all known lead-based paint and lead-based paint hazards in the housing and any available reports on lead in the housing.

- Give buyers the EPA pamphlet *Protect Your Family from Lead in Your Home*.
- Include certain warning language in the contract as well as signed statements from all parties verifying that all requirements were completed.
- Retain signed acknowledgments for 3 years, as proof of compliance.
- Give buyers a 10-day opportunity to test the housing for lead.

Q: What if I'm renting target housing?

A: Property owners who rent out target housing must:

- Disclose all known lead-based paint and lead-based paint hazards in the home and any available reports on lead in the housing.
- Give renters the EPA pamphlet *Protect Your Family From Lead in Your Home*.
- Include certain warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
- Retain signed acknowledgments for 3 years, as proof of compliance.

Q: Am I required to give the EPA pamphlet *Protect Your Family From Lead in Your Home* to existing tenants?

A: No, but when tenants renew their leases, you must give them the pamphlet and any available reports. In other words, you must give them the same information that you are required to provide new tenants.

Q: What if the buyers/renters don't speak English?

A: In cases where the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish and will be made available to the public. EPA and HUD are considering publishing the pamphlet in other languages as well.

Q: Must I check my house for lead prior to sale?

A: No. The rule does not require that a seller conduct or finance an inspection or risk assessment. The seller, however, is required to provide the buyer a 10-day period to test for lead-based paint or lead-based paint hazards.

Q: Is the seller required to remove any lead-based paint that is discovered during an inspection?

A: No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment. In addition, the rule does not prevent the two parties from negotiating hazard reduction activities as a contingency of the purchase and sale of the housing.

Q: What if I know there is lead-based paint in my home?

A: If you know there is lead-based paint in your home, you are required to disclose this information to the buyer or renter along with any other available reports on lead.

Q: What if the lessor knows that there is no lead-based paint in my rental housing?

A: If your rental housing has been found to be free of lead-based paint by a certified inspector, this rule does not apply. However, landlords seeking an exclusion to this rule must use state certified inspectors. If your state does not have a certification program, you may use a certified inspector from another state. In addition, EPA is developing certification requirements for individuals and firms conducting lead-based paint inspections, risk assessments, and abatements.

CBR CB650NL (07/22/03)

Agent Responsibilities

Q: What are my responsibilities as an agent?

A: Agents must ensure that:

- Sellers and landlords are made aware of their obligations under this rule.
- Sellers and landlords disclose the proper information to lessors, buyers, and tenants.
- Sellers give purchasers the opportunity to conduct an inspection.
- Lease and sales contracts contain the appropriate notification and disclosure language and proper signatures.

Q: What is the responsibility of an agent if the seller or landlord fails to comply with this rule?

A: The agent is responsible for informing the seller or lessor of his or her obligations under this rule. In addition, the agent is responsible if the seller or lessor fails to comply. However, an agent is not responsible for information withheld by the seller or lessor.

Purchaser & Renter Rights

Q: As a purchaser, am I required to conduct and finance an inspection?

A: No. The rule simply ensures that you have the opportunity to test for lead before purchase.

Q: Can the inspection/risk assessment period be waived?

A: Yes. The inspection or risk assessment period can be lengthened, shortened, or waived by mutual written consent between the purchaser and the seller.

Q: If I am renting, do I have the same opportunity to test for lead?

A: Under the law, the 10-day inspection period is limited to sales transactions, but nothing prevents the renter from negotiating with the lessor to allow time for an inspection before rental.

Q: Where can I find a qualified professional to conduct an inspection?

A: State agencies can provide helpful information for locating qualified professionals in your area. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides the phone numbers of these state agencies. It is important to verify the qualifications of individuals and firms before hiring them.

Q: Must inspectors be certified?

A: Some cities and states have their own rules concerning inspector certification. These requirements, which may be administered at the state or federal level, may not be in place for several years. Once these requirements are in place, professionals who offer to perform lead-based paint inspections must be certified. The certification requirements that EPA is developing will ensure that inspectors engaged in lead-based paint activities have completed an EPA-certified training program or an EPA-approved state program. Meanwhile, EPA and HUD recommend that people inspect the qualifications and training of individuals and firms before hiring them to conduct risk assessments, inspections, or abatements.

Liability

Q: Does this rule increase my liability for future lead poisoning on my property?

A: In some cases, disclosure may actually reduce the owner's liability since occupants may be able to prevent exposure from the beginning. Under this rule, however, sellers, landlords, or agents who fail to provide the required notices and information are liable for triple the amount of damages.

Q: Are mortgage lenders liable under these rules if the seller or lessor fails to disclose?

A: Under the disclosure regulation, the rule does not identify mortgage lenders as liable parties. This rule does not affect other state and federal provisions regarding the obligations and responsibilities of lenders.

Q: What if a seller or lessor fails to comply with these regulations?

A: A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements.

CBR CB650NL (07/22/03)



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

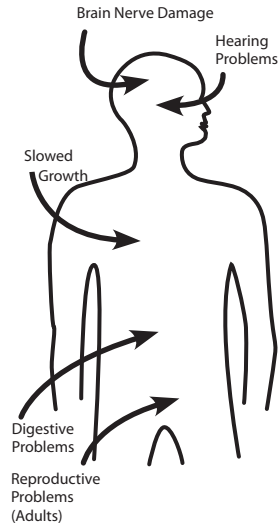
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).