ONLINE ONLY **AUCTION**

4 Properties in Madison County, Indiana

Contract Package

This Contract Package includes disclosures and documents that will require your signature. These documents may include, but are not limited to the following documents:

Important Auction Information
Online Bidding Tips and Increments
Contract of Sale
Exhibit “A” – Terms and Conditions
Auction Notice about Tax Sale Properties
Lead Based Paint Brochure
Lead Based Paint Disclosure
Seller’s Residential Real Estate Sales Disclosure

Questions?
Email us at info@terryhowe.com or call 864.268.4399

Important Auction Information

County: Madison

Auction Type: Absolute

Bidding Ends: November 17, 2020. Properties will close 1 lot every 2 minutes.
(See Extended Bidding section in Terms and Conditions for information about 5-minute extensions to end times.)

Buyer's Premium: 15% added to Bid Price

Earnest Money Deposit: $5,000.00 or Full Purchase Price whichever is less

Closing Date: on or before December 17, 2020

Closing Costs:

$350.00	Closing Attorney Fee & Deed Preparation & Deed Recording Fee
$50.00	Auction Coordination Fee
$400.00	Total Closing Costs

If you purchase multiple properties, each property will be considered a separate transaction. We cannot combine contracts.

Closing Attorney Contact Information:

Ralph Sipes
1106 Meridian Street, Suite 107
Anderson, IN 46016
765.644.2891
765.356.4573
765.356.4574 – fax
ralph@ralphsipeslaw.com

Auctioneer's Notes: Properties were acquired due to delinquent tax sale deed and will be transferred by Quitclaim Deed only using the most recent deed description. No title search has been performed by the seller, auctioneer or closing attorney. Title insurance will not be offered. It is the bidder's responsibility to conduct own due diligence prior to bidding.

All installments due in 2020 and thereafter for Property taxes will NOT be adjusted as of the date of closing. Purchaser is responsible for payment of all installments of taxes due in 2020 and thereafter.

Links to GIS maps are for informational purposes only. GIS maps are NOT a survey; lines are only an approximation.

IMPORTANT!
If you do not have the money to purchase this property, please DO NOT BID!

This sale of this property is not contingent on your ability to obtain financing.
This property may or may not qualify for financing.
You should discuss the purchase with your lender before bidding on the property.

By bidding, you are entering into a binding agreement that you agree to and will abide by all terms and conditions of the auction.

Purchaser Initials _____

Online Bidding Tips

We want to make your experience at the auction enjoyable and easy to understand. Here are some tips that will help you.

Learn about the property

1. Read all the information about the property on our website at www.terryhowe.com.
2. Watch the video about the property. It often has additional information and disclosures that may not be in the written description.
3. Read this *Contract Package* completely. Email or call us if you have any questions.
4. Be sure to visit the property during the scheduled inspection time.

Register and bid early!

Please do not wait until the last 10 minutes before the auction closes to register and place your first bid. If any of your information is not correct, the online bidding system may not let you bid, and you may not have time to correct it before bidding ends.

The registration system requires a credit card. *Upon placing your first bid, this card is authorized for $1.00, but is not charged. It is used for the purpose of identity verification.*

If you do not have a credit card, please contact us to discuss alternate arrangements.

Are there any additional costs?

If you are the high bidder, you will be responsible for some additional costs in addition to the bid price.

These are listed in this *Contract Package* in 2 places:

1. First page of *Real Estate Online Terms and Conditions* lists the amount of the buyer's premium for this auction, property survey costs, and other potential expenses, if included for this auction.
2. *Closing Price Sheet* lists the amount of each of the closing costs charged by the closing attorney.

Additional Questions?

Email us at info@terryhowe.com or call us at 864.268.4399. We are here to help.

This sale of this property is not contingent on your ability to obtain financing. You should discuss the purchase with your lender prior to bidding on the property.

Online Auction Bidding Increments

$100.00 to $500.00	$10.00
$500.01 to $1,000.00	$25.00
$1,000.01 to $2,000.00	$50.00
$2,000.01 to $5,000.00	$100.00
$5,000.01 to $25,000.00	$250.00
$25,000.01 to $50,000.00	$500.00
$50,000.01 to $150,000.00	$1,000.00
$150,000.01 to $250,000.00	$2,500.00
$250,000.01 to $1,000,000.00	$5,000.00
$1,000,000.00 +	$10,000.00

Purchaser Initials _____

Contract of Sale

The undersigned _____, hereafter called Purchaser, agrees to buy and the undersigned _____, hereinafter called Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in Madison County, Indiana, and being identified as _____ and having Tax Parcel Identification #_____

This Contract is subject to all the terms and conditions herein in addition to the terms and conditions as contained in that certain Terms and Conditions, attached hereto and incorporated in its entirety as Exhibit "A".

Contract Sales Price: _____($_____)

$ _____ Total Contract Sales Price
$ _____ Earnest Money Deposit (applied to purchase price, non-refundable)
$ _____ Additional Cash at Closing (does not include closing costs)

It is understood that property is subject to all reservations, easements, rights of way, and restrictive covenants, of record, or on the premises, and all government statutes, ordinances, rules and regulations. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

A Quitclaim Deed will be prepared in the name of _____, and delivered at the offices of **Ralph Sipes**, or other stipulated place of closing, and the transaction shall be closed on or before **December 17, 2020**.

A Quitclaim Deed will be furnished by the Seller. The Purchaser shall be responsible for all closing costs, including preparation of the Quitclaim Deed and transfer tax and closing attorneys' fees, which shall include any other customary closing costs incurred in connection with the purchase of the property, including but not limited to courier or overnight mail fees and wire transfer fees.

All installments due in 2020 and thereafter for Property taxes will NOT be adjusted as of the date of closing. Purchaser is responsible for payment of all installments of taxes due in 2020 and thereafter.

Possession of the premises will be given Purchaser at closing.

The parties agree that this written Contract and the attached Terms and Conditions attached hereto and incorporated in its entirety as Exhibit "A" express the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder, and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors, and assigns forever.

Signatures below signify acceptance of all terms and conditions stated herein and attached hereto, and shall become a binding contract for purchase and sale of real property with a binding agreement date of **November 17, 2020.** The binding agreement date shall be defined as the date the Purchaser has executed the Contract of Sale and the Terms and Conditions.

Purchaser _____ **Date** _____ **Witness** _____

Printed Name _____ **Phone** _____

Purchaser _____ **Date** _____ **Witness** _____

Printed Name _____ **Phone** _____

Seller _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

Exhibit “A”
Terms and Conditions

Agency: The Auctioneer is an agent of the Seller in this transaction. The Bidder acknowledges receipt of the appropriate State Agency Disclosure Brochure form for the state where the property is located and has read and understood this disclosure as presented. The Bidder is considered a Customer of the Auctioneer and the Auctioneer will not act as your agent. The Auctioneer will receive valuable consideration for its efforts as agent in this transaction from the Seller.

Auctioneer will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements.

Registration: All Bidders must register with the Auctioneer. By registering and bidding, the Bidder acknowledges that he/she has read and agrees to the Real Estate Online Terms and Conditions as well as the Contract Package. The Bidder agrees to sign the Contract of Sale and other documents related to the transaction, pay the required earnest money deposit, and close the transaction if he/she is determined to be the highest Bidder.

Bidder Verification: The identity of all Bidders will be verified. A Visa or MasterCard is required to register. No charges will be made to your card unless you are determined to be the winning Bidder, and you fail to execute the Contract of Sale and pay the required earnest money deposit.

Contract Package: Documents that will require your signature will be included as a part of the Contract Package. These are available in the auction listing at www.terryhowe.com. These documents may include, but are not limited to the following documents: Agency Disclosure, Terms and Conditions, Contract of Sale, Survey or Plat, Tax Map, Restrictive Covenants, Lead Based Paint Brochure, Lead Based Paint Disclosure Form, Sellers' Property Disclosure (residential property only), Termite Inspection Report, Appraisal, Home Inspection Report, Estimates of Repairs, Reports of Completed Repairs, Zoning, Bidding Increments, and other documents pertaining to the sale and purchase of the property. All documents are not required for every auction. If they are not posted in the auction listing, they are unavailable.

Online Bidding: This is an online timed auction. There will not be a live auction. All bids must be placed online. The Auctioneer is not responsible for malfunctions or system errors, which cause a bid or bidder to fail to be recognized or registered.

Maximum Bid: When placing a bid under the Maximum Bid Column, the online bidding system will enter your bid as the next required bid and continue to bid for you up to your Maximum Bid amount. For example, if the next required bid is $5,000.00, and you enter $10,000.00, then the online bidding system will immediately enter your bid as $5,000.00. The online bidding system will continue to bid up to $10,000.00 on your behalf using the preset auction increments as other bidders place their bids.

If you are the high bidder at $5,000.00 with a Maximum Bid of $10,000.00, and another bidder places the next required bid of $5,250.00, then the online bidding system will bid for you at the next increment of $5,500.00, and so on. If at such time a bidder places a bid that is higher than your Maximum Bid, then you will be outbid. If you are not outbid, then it is possible that you may win the bid for an amount less than your Maximum Bid.

Extended Bidding: All online auctions have a scheduled ending time. All auctions have an extended bidding feature. Each auction will automatically extend if a bid is received in the last five (5) minutes prior to the scheduled ending time. For example: If an auction is scheduled to end at 1:00 PM, and a bid is received at 12:58 PM on an individual item, then the bidding will remain open on that item until 1:03 PM. The extended bidding will remain active until no additional bids are received in a five (5) minute time period.

Purchaser Initials _____ **Seller Initials _____**

Bidding Errors: If you mistakenly increase your own bid, place your bidder number in the bid field, or make any other gross bidding error, you must contact our office immediately by email. If an adjustment is made to your bid, you must remain the high bidder.

We will not reverse bids that have caused another bidder to be outbid. We will not reverse any bids after the auction has begun to close, no exceptions.

Server & Software Technical Issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, the Auctioneer reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the Auctioneer nor the online bidding software and service provider shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

The Auctioneer reserves the right to cancel, suspend, extend or reschedule an individual item or auction event. The auctioneer reserves the right to make changes to the auction closing times or inspection or removal times. Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

Contract Sales Price: The Contract Sales Price will be determined by adding your bid price and a Buyers' Premium equal to a percentage of the bid price together. The Buyers' Premium can vary for different auctions, and is disclosed at the beginning of these Terms and Conditions. Below is an example of how this calculation works using a fifteen percent (15%) Buyers' Premium.

Example:	Bid Price	$100,000.00
	Buyers' Premium	$15,000.00
	Contract Sales Price	$115,000.00

Contract Execution: Within two (2) hours of the conclusion of the bidding, a Contract of Sale and other required documents will be emailed to the address provided at registration. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit. The earnest money deposit will be applied towards the purchase price. The Contract of Sale can be faxed, scanned, mailed overnight, or hand delivered to our offices at 4328 Wade Hampton Blvd. Suite G, Taylors, South Carolina. Acceptable methods of payment for the earnest money deposit are: Cash (delivered in person to our offices), certified funds, personal or company checks with prior approval or wire transfer. Credit cards are not accepted for earnest money deposits. Successful Bidders not executing and returning the executed Contract of Sale with the earnest money within twenty-four (24) hours from the conclusion of the auction will be considered in default.

Failure to Execute Contract: At the discretion of the Auctioneer, a penalty of up to two thousand five hundred dollars ($2,500.00) will be charged to the credit card provided at registration if you are determined to be the high bidder and fail to return the signed Contract of Sale and pay the required earnest money deposit within the required time period. Payment of the penalty shall not affect other remedies available to the seller for such failure.

Escrow Agent: Purchaser designates Terry Howe and Associates, Inc. to hold any earnest money deposit made in accordance with the purchase and sale of the property. Earnest money deposit may be held in an interest bearing account. Escrow Agent will retain any and all interest earned on the earnest money deposit.

No Contingencies: The property is being sold for cash. The earnest money is not considered an “option” payment. There are no contingencies for bank financing, inspections, repairs, or other conditions. The Bidder may use a lender, but it is recommended that you secure financing prior to bidding.

Purchaser Initials _____ **Seller Initials _____**

Closing: The balance of the sales price will be due on or before the designated closing date. The Seller reserves the right to extend the closing date an additional thirty (30) days, if necessary. The closing will take place at the offices of the closing attorney named above. The Purchaser will pay all closing costs. These costs will include, but are not limited to: attorney fees, title search, transfer tax, deed preparation and wire transfer fees. The Deed will be furnished by the Seller, with the cost of preparation and transfer tax paid for by the Purchaser. Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the closing disclosure, ALTA settlement statement, HUD1, or other settlement forms.

Default: In the event the purchase offer is accepted and the Purchaser fails to comply with the terms of the Contract of Sale and close the transaction on or before the scheduled closing date, the earnest money deposit will be forfeited, the contract will be canceled, and the Purchaser will relinquish any right to complete the transaction and shall have no rights or interest in the property. Forfeiture of the earnest money deposit shall not affect any other remedies available to the Seller for such failure.

Title: Properties were acquired due to delinquent tax sale deed and will be transferred by Quitclaim Deed only using the most recent deed description. No title search has been performed. Title insurance will not be offered.

It is understood that the property is subject to all reservations, easement, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, ordinances, rules and regulations. The described properties are to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

Property Sold in "As Is" and "Where Is" Condition: The property will be sold by Seller to Purchaser on an "as is" "where is" and with all faults basis. Purchaser accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Purchaser acknowledges and agrees that the Seller and the Auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder). Purchaser further acknowledges and agrees that having been given the opportunity to inspect the property Purchaser is relying solely on Purchaser's own investigation of the property and not on any information provided by or on behalf of Seller or Auctioneer.

Indemnification and Release: Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives, and agents from any and all claims that Purchaser may have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof.

Proration of Property Taxes: All installments due in 2020 and thereafter for Property taxes will NOT be adjusted as of the date of closing. Purchaser is responsible for payment of all installments of taxes due in 2020 and thereafter.

Rollback Taxes: The Purchaser will pay rollback taxes, if applicable.

Purchaser Initials _____ **Seller Initials _____**

Property Taxes Disclaimer: Any property taxes' amounts listed in the Contract Package are for informational purposes only.

Possession: Possession of the premises will be given to the Purchaser at closing.

Personal Property: Any personal property items not removed by the scheduled closing date will remain with the property.

Rents (If applicable): Unless otherwise noted by a current lease or other attached documentation, Purchaser should assume that tenant is month-to-month (tenancy at will). Auctioneer makes no representation as to any security deposit, current tenant's rental history, current tenant's payment history or current tenant's continued and future occupancy of the property.

If current month's rent has been paid prior to closing, then rent will be pro-rated between the Seller and Purchaser at closing. If current month's rent has not been paid prior to closing, then rent will not be pro-rated between the Seller and Purchaser at closing.

Manufactured Homes (if applicable): The status of the title of the manufactured home is unknown; it is considered to be abandoned property. Seller will not transfer title to the manufactured home.

Additional Stipulations: Auctioneer reserves the right to email all registered Bidders any changes or additions to these Terms and Conditions.

Disclaimer: All information published, announced, or contained herein or in the online auction listing was derived from sources believed to be correct; however, neither the Seller nor Auctioneer guarantees it. It is highly recommended that you personally conduct an on-site inspection of the property and examine the documents for their accuracy. The failure of any Bidder to inspect or be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest deposit money after its opening tender.

Contract: You are entering into a binding contract and there are no refunds, bid cancellations or retractions. The Bidder is personally responsible, legally and financially for all auction items bid upon. Any Bidder, who fails to comply with the terms of the auction, sign the Contract of Sale and pay the earnest money deposit, and close the transaction, will be banned from bidding in future auction events and may be pursued for civil and/or criminal violations.

Terms and Conditions: This document is attached and hereto incorporated in its entirety as Exhibit "A", to the Contract of Sale.

Purchaser _____ **Date** _____ **Witness** _____

Purchaser _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

Auction Notice about Tax Sale Properties

The Seller acquired these properties by tax sale deed. The properties were previously sold at the tax sale due to delinquent property taxes.

The Seller does not warrant title to the property and shall convey the subject property by Quitclaim Deed only using the most recent deed description. Purchaser understands the Quitclaim Deed conveying the property only transfers the interest the Seller obtained by virtue of its tax sale deed.

The Seller is not conveying and cannot convey marketable title in this Property by virtue of its tax deed.

The legal axiom of caveat emptor or “buyer beware” applies to this auction. Therefore, you are charged with knowledge of the titles of the properties that are sold and any defects in these titles. The Seller does not warrant the titles and no title search has been conducted.

All installments due in 2020 and thereafter for Property taxes will NOT be adjusted as of the date of closing. Purchaser is responsible for payment of all installments of taxes due in 2020 and thereafter.

The Seller hereby expressly disclaims and negates any representations or warranties of any kind, whether expressed or implied, relating to the condition, merchantability or fitness for a particular purpose of the real property and improvements thereon, including without limitation any warranty relating to the condition of the real property, its suitability for Purchaser(s) purposes or the status of the properties’ maintenance or operation. The Seller does not make any representations or warranties that the real property and improvements thereon may be used for any purpose whatsoever.

Links to GIS maps are for informational purposes only. GIS maps are NOT a survey; lines are only an approximation.

Purchaser is encouraged to consult an attorney prior to bidding on any property in this auction.

Purchaser Initials _____ **Seller Initials _____**

Protect Your Family From Lead In Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

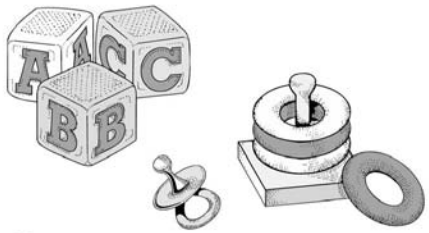
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- 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.



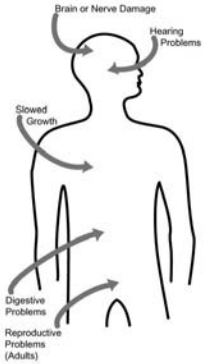
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside *and* outside of the house.
- 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.)

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. 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 high levels of lead. Blood 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.

Identifying Lead Hazards

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ 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. The following two federal standards have been set for lead hazards in residential soil:

- 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in one of two ways, or both:

- A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas**.
- **Wash 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.**
- **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 In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Other Sources of Lead

While paint, dust, and soil are the most common lead hazards, other lead sources also exist.

- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in 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: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (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 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

_____

☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Record and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____

_____

☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home.*

_____ (e) Purchaser has (check one below):

☑ Received a 10-day opportunity prior to the auction to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived to opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

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

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.

Seller	_____	Date 8/10/21	Seller	_____	Date
Purchaser	_____	Date	Purchaser	_____	Date
Agent	_____	Date	Agent	_____	Date

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R/1293)

Date (*month, day, year*): 03/10/20

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1–4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (*number and street, city, state, ZIP code*)

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
Built-in Vacuum System				X
Clothes Dryer				X
Clothes Washer				X
Dishwasher				X
Disposal				X
Freezer				X
Gas Grill				X
Hood				X
Microwave Oven				X
Oven				X
Range				X
Refrigerator				X
Room Air Conditioner(s)				X
Trash Compactor				X
TV Antenna/Dish				X
Other:				X

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Air Purifier				X
Burglar Alarm				X
Ceiling Fan(s)				X
Garage Door Opener Controls				X
Inside Telephone Wiring and Blocks/Jacks				X
Intercom				X
Light Fixtures				X
Sauna				X
Smoke/Fire Alarm(s)				X
Switches and Outlets				X
Vent Fan(s)				X
60/100/200 Amp Service (Circle one)				X

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern				X
Septic Field/Bed				X
Hot Tub				X
Plumbing				X
Aerator System				X
Sump Pump				X
Irrigation Systems				X
Water Heater/Electric				X
Water Heater/Gas				X
Water Heater/Solar				X
Water Purifier				X
Water Softener				X
Well				X
Septic and Holding Tank/Septic Mound				X
Geothermal and Heat Pump				X
Other Sewer System (Explain)				X

	Yes	No	Do Not Know
Are the improvements connected to a public water system?			X
Are the improvements connected to a public sewer system?			X
Are there any additions that may require improvements to the sewage disposal system?			X
If yes, have the improvements been completed on the sewage disposal system?			X
Are the improvements connected to a private/community water system?			X
Are the improvements connected to a private/community sewer system?			X

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Attic Fan				X
Central Air Conditioning				X
Hot Water Heat				X
Furnace Heat/Gas				X
Furnace Heat/Electric				X
Solar House-Heating				X
Woodburning Stove				X
Fireplace				X
Fireplace Insert				X
Air Cleaner				X
Humidifier				X
Propane Tank				X
Other Heating Source				X

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property or that, if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller:	**Date:** 03/10/20	**Signature of Buyer:**	**Date:**
Signature of Seller:	**Date:**	**Signature of Buyer:**	**Date:**

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller:	**Date:**	**Signature of Buyer:**	**Date:**

Property Address (*number and street, city, state, ZIP code*)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: _____ Years			X
Does the roof leak?			X
Is there present damage to the roof?			X
Is there more than one roof on the house? If so, how many layers? _____			X

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's? Explain:			X

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do improvements have aluminum wiring?			X
Are there any foundation problems with the improvements?			X
Are there any encroachments?			X
Are there any violations of zoning, building codes, or restrictive covenants?			X
Is the present use a nonconforming use? Explain:			X
Is the access to your property via a private road?			X
Is the access to your property via a public road?			X
Is access to your property via an easement?			X
Have you received any notices by any governmental or quasi-governmental agencies affecting this property? Are there any structural problems with the building?			X
Have any substantial additions or alterations been made without a required building permit?			X
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			X
Is there any damage due to wind, flood, termites, or rodents?			X
Have any improvements been treated for wood destroying insects?			X
Are the furnace/woodstove/chimney/flue all in working order?			X
Is the property in a flood plain?			X
Do you currently pay flood insurance?			X
Does the property contain underground storage tank(s)?			X
Is the homeowner a licensed real estate salesperson or broker?			X
Is there any threatened or existing litigation regarding the property?			X
Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?			X
Is the property located within one (1) mile of an airport?			X

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary).

Property was purchased at tax sale. Seller has not seen or occupied the home/property.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller:	Date: 05/10/20	Signature of Buyer:	Date:
Signature of Seller:	Date:	Signature of Buyer:	Date:

The seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller:	Date:	Signature of Seller:	Date: