



SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Seller's Name: Weatherspoon Property Address: 106 Milton Street
City/State/Zip/Phone: Freeport NY 11520

Lead Warning Statement

Every purchaser of any interest in residential real 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)

- Q (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.
- RW (b) Records 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)

- Ug (c) Purchaser has received copies of all information listed above.
- Ug (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- Ug (e) Purchaser has (check one below):
- ☐ 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
- ☒ 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 Acknowledgement (initial)

- AP (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: [Signature] Date: 11.05.20 Seller: [Signature] Date: 11/05/2020
Purchaser: Lives Arnas Chayez Date: _____ Purchaser: Lucy Gonzalez Date: _____
Agent: Elvis E. Hibbert Date: 11/5/20 Agent: Adriana M Pinilla Date: 11-05-2020

THIS IS A LEGALLY ENFORCEABLE CONTRACT. YOU SHOULD
CONSIDER WHETHER YOU WISH TO CONSULT YOUR ATTORNEY
PRIOR TO SIGNING THE SAME.



"THE RATE OR AMOUNT OF COMMISSION CHARGED FOR THE SALE,
EASE, APPRAISAL OR MANAGEMENT OF REAL ESTATE SHALL BE
NEGOTIATED BETWEEN EACH MEMBER OF LIBOR AND HIS CLIENT"

SALES AGREEMENT

Date 08/02/2020

PURCHASER:

SELLER:

Live Armas Chavez

(name)

Weatherspoon

(name)

Lucy Gonzalez

(name)

(name)

freeport, Ny, 11520

(address)

(address)

The undersigned buyer hereby offers to purchase the real property owned by the seller and located at _____
106 Milton Street Freeport NY 11520 on the

following terms and conditions:

TERMS AND CONDITIONS

1. Purchase Price	\$	<u>400,000.00</u>
2. Good faith deposit	\$	
3. Down payment payable on Formal Contract (including above deposit)	\$	<u>20,000.00</u>
4. Subject to (existing) or (new) mortgage	\$	<u>380,000.00</u>
5. Cash on closing	\$	
TOTAL	\$	<u>400,000.00</u>

It is further understood and agreed that if this offer is not accepted by the seller in writing that the above good faith deposit will be totally refunded to the buyer. IN THE EVENT, HOWEVER, THE SELLER DOES ACCEPT THIS OFFER IN WRITING THEN SAID GOOD FAITH DEPOSIT WILL BE DELIVERED TO THE SELLER AND BUYER WILL PROCEED TO COMPLETE THE TRANSACTION IN ACCORDANCE WITH THIS PURCHASE AGREEMENT.

FINANCING

A. This sale is subject to and conditioned upon the buyer obtaining a (variable rate) (fixed rate) mortgage in the amount of \$ with interest at prevailing rate amortized over a period of not less than 30 years. Buyer understands that he/she/they is/are obligated to make a good faith effort to obtain such financing.

B. This sale is subject to existing (variable rate) (fixed) mortgage held by tbd which presently bears interest at tbd % per annum. The present monthly payment is \$ _____ which includes (taxes) (insurance). The final payment is due tbd. The mortgage commitment is to be obtained within 45 days from the date hereof or the date of a formal contract whichever is later. A formal contract is to be signed by the parties on or about asap.

PERSONAL PROPERTY

The following personal property is included in the sale and is represented by seller to be in working order.

Exclusions are:

CLOSING

The balance of the purchase price will be delivered by the buyer to the seller at the date of closing which will take place on or about asap at tbd.

Form 400 1 of 2

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Adriana M Pinilla of Premium Group Realty Corp
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☒ Buyer as a (check relationship below)

☒ Buyer's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

Live Armas Chavez

Lucy Gonzales

Date: _____

Date: _____