

Real Estate Sale and Purchase Agreement - Contract Of Sale Texas

NOTICE: DUE TO THE SUBSTANTIAL [REDACTED]

TIME IS OF THE ESSENCE - Time is of the essence of this Sale and Purchase Agreement.

DATE OF OFFER: _____

Seller: _____, whose address is _____

Buyer: _____, whose address is _____

Seller and Buyer hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSACTIONS set forth within this contract.

DATE OF ACCEPTANCE (EFFECTIVE DATE): The effective date shall be the day on which the last party signed or initialed acceptance of the final offer.

NOTICES: All notices herein [REDACTED]

PROPERTY LOCATION: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described real estate and or property (hereinafter "Property") known as and / or located at _____, in the City of _____, County of _____, State of Texas together with the improvements thereon, and all rights and appurtenances thereto belonging.

LEGAL PROPERTY DESCRIPTION:

| | |
|---------------|------------------------|
| APN: | City: |
| County: | State: |
| Zip: | Mailing Currier Route: |
| [REDACTED] | [REDACTED] |
| Block No.: | Subdivision: |
| Municipality: | |

CONVEYANCE: The Property is being conveyed:

In fee simple.

Subject to an annual ground rent, now existing or to be created, in the amount of _____ Dollars (\$ _____) payable [REDACTED] City/County, State of Texas. If the Property is subject to ground rent and the ground rent is not timely paid, the owner of the reversionary interest (i.e., the person to whom the ground rent is payable) may bring an action of ejectment [REDACTED]

PURCHASE PRICE: The purchase price is _____ Dollars (\$ _____).

PAYMENT TERMS: Buyer shall make the payment of the purchase price as follows:

| | AMOUNT | AMOUNT |
|---------------------------------|------------|------------|
| Purchase Price | \$ _____ | [REDACTED] |
| Initial Deposit / Earnest Money | [REDACTED] | \$ _____ |
| Additional Deposit | [REDACTED] | \$ _____ |
| New Loan | [REDACTED] | \$ _____ |

| | | |
|-----------------------------------|----------|----------|
| Assumption of Existing Loan | | \$ _____ |
| Seller Financing | | \$ _____ |
| Cash at Closing | | \$ _____ |
| | | |
| TOTAL (Both columns should equal) | \$ _____ | \$ _____ |
| | | |

DEPOSIT / EARNEST MONEY: Upon execution of this Contract by both parties, Buyer shall deposit \$ _____ as earnest money with _____ (the "Escrow Agent"), for the mutual benefit of the parties. Buyer shall deposit \$ _____ as _____

PERMANENTLY ATTACHED FIXTURES: Included in the purchase price are all permanently attached fixtures, including all smoke detectors.

DEPOSIT: Buyer hereby authorizes and directs the Escrow Officer or institution specified in the paragraph entitled PAYMENT TERMS to hold the initial deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit shall be expeditiously placed in escrow as provided below. If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to the Buyer. At closing, the Escrow Officer shall disburse the deposit. In the event this Contract shall be terminated or closing does not occur. Buyer and Seller agree that the deposit shall be disbursed by Escrow Officer only in accordance with a release of deposit agreement executed by both Buyer and Seller.

PRORATIONS AND ADJUSTMENTS: Taxes, insurance, interest, homeowner's association fees, rents, including water rent and ground rent and other expenses and revenue of said property shall be prorated as of the day of closing. All taxes, general or special, and all other public or governmental charges or assessments against the _____

_____ shall become the property of the Buyer.

CLOSING / SETTLEMENT: This Contract shall be settled / closed and the deed shall be delivered on or before the ____ day of _____, 20____, unless extended by other provisions of this Contract ("Closing"). Closing shall be held at the office of _____ (e.g., Seller's attorney, Buyer's lender, the Escrow Agent, title insurance office or as otherwise agreed upon). Any extension of Closing shall be agreed to by the parties in writing. In this Contract, the terms "Settlement" and "Closing" shall be deemed identical in meaning and used interchangeably and the same shall apply to "settlement" and "closing".

The fee for Closing shall be paid by: (initial appropriate option)

_____ Buyer;

or

_____ Seller:

or

_____ shared equally.

CLOSING COSTS: Except where otherwise agreed to in this Contract, Buyer agrees to pay all closing costs and charges including, but not limited to, all Lender's fees in connection _____

_____ obtaining VA financing shall be paid by Seller.

TRANSFER AND RECORDING CHARGES: Unless otherwise provided by an addendum to this Contract, the costs of state and local transfer and recordation taxes (other than agricultural land transfer taxes, if any) shall be shared equally by Buyer and Seller.

RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) _____

_____ be no violations of building or zoning codes at the time of closing.

FINANCING: This Contract is contingent upon buyer obtaining a written commitment for a loan secured by the Property as follows: (check)

- Conventional Loan Assumption Addendum
- Conventional Loan as follows:
 - Loan Amount \$ _____
 - Term of Note _____ Years
 - Interest Rate _____ %
 - Amortization _____ Years
 - Loan Program _____
- No Financing Contingency
- Gift of Funds Addendum
- Attached VA Financing Addendum
- Attached FHA Financing Addendum
- Attached Assumption Addendum
- Owner Financing as follows:
 - Loan Amount \$ _____
 - Term of Note _____ Years
 - Interest Rate _____ %
 - Amortization _____ Years

NOTICE TO BUYER: The monthly payments _____, do not sign the contract without examining the notes and deeds of trust.

NOTICE TO SELLER: Your liability to pay the note assumed by Buyer will continue unless you obtain a release of liability from the lender. If you are concerned about future liability, you should obtain a release of liability from the lender.

CONVENTIONAL LOAN LENDER FEES/CHARGES: Buyer agrees to pay to the Lender loan origination/loan discount fees of _____% of the loan amount and Seller agrees to pay loan origination/loan discount fees of _____ % of the loan amount. Buyer shall pay all loan insurance premiums required by Lender.

REDUCTION OF LOAN LENDER FEES/CHARGES: Buyer shall receive the benefit of any reduction in loan origination/loan discount fees as specified herein.

FEES FOR TRANSFER OF EXISTING LOAN: In the event an existing loan is to be transferred to/assumed by Buyer, Buyer agrees to pay all fees and charges required by Lender.

FINANCING CONTINGENCY - APPLICATION AND COMMITMENT:

_____ Buyer agrees to make written application for the financing as herein described within _____ (_____) days from the date of Contract acceptance. If such written financing commitment is not obtained by Buyer within _____ (_____) days from the date of Contract acceptance and Buyer provides written notice of such to Seller within that time, this Contract of Sale shall be null _____

_____ obtained, Seller will not accept a purchase money mortgage and Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the release of deposit agreement shall provide that all monies on deposit shall be returned to Buyer.

or

_____ This Contract is not contingent upon Buyer obtaining any kind of mortgage commitment, and Buyer hereby notifies Seller that Buyer possesses sufficient cash or liquid assets to close on the purchase of the Property.

ALTERNATE FINANCING: If Buyer _____

_____ APPLICATION AND COMMITMENT.

APPRAISAL CONTINGENCY: (Initial appropriate option)

_____ This Contract is contingent upon Buyer obtaining an appraisal of the Property. Buyer shall, at Buyer's expense, engage an appraiser to establish the Property's appraised value and obtain the Property's appraised value within _____ calendar days after the Date of Acceptance (the "Appraisal Deadline"), which shall be a minimum of fourteen (14) days. After obtaining the Property's appraised value, Buyer shall provide notice to

Seller by the Appraisal Deadline which shall provide one of the following:

(a) The Purchase Price is equal to or less than the Property's appraised value. This contingency has been satisfied and removed. The parties shall proceed to Closing; or

(b) Buyer elects to [REDACTED]

[REDACTED] and proceed to Closing. If Seller elects not to reduce the Purchase Price, Seller shall notify the same to Buyer, in which case the parties may agree upon mutually agreeable terms. In either case, the Seller shall make the appropriate election by notifying Buyer within three (3) days of receipt of Buyer's notice. If the parties fail to reach such mutual agreement, this Contract shall terminate and all earnest money shall be refunded to Buyer.

This contingency will continue even if Buyer fails to send the required notice to Seller by the Appraisal Deadline, unless Seller, at Seller's option, notifies Buyer that this Contract will become void. If Seller so notifies Buyer, this Contract shall become void on the third (3rd) day after such notification, unless prior to such date and time, Buyer delivers the required notice to Seller.

or

_____ This Contract is not contingent upon Buyer obtaining an appraisal of the Property.

SALE OR LEASE OF OTHER REAL ESTATE: Buyer shall not apply for or accept a financing loan commitment which is contingent upon or requires as a precondition to funding that any other [REDACTED]

[REDACTED] an addendum to this Contract.

OWNER FINANCING - NOTICE TO BUYER: BUYER HAS THE RIGHT TO SELECT BUYER'S OWN TITLE INSURANCE COMPANY, SETTLEMENT COMPANY, TITLE LAWYER, ESCROW COMPANY, FINANCIAL INSTITUTION OR MORTGAGE LENDER AS DEFINED IN APPLICABLE STATE LAW, STATUTE OR CODE. BUYER ACKNOWLEDGES THAT SELLER MAY NOT BE PROHIBITED FROM OFFERING OWNER FINANCING AS A CONDITION OF SETTLEMENT.

BUYER'S DUTIES AND RESPONSIBILITIES: Buyer understands and agrees that Buyer shall be in default and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the paragraph entitled DEFAULT if:

- (b) Buyer makes [REDACTED] upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the specified time herein, or
- (c) If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or
- (d) If Buyer fails to pursue financing diligently and in good faith, or
- (e) If Buyer takes or fails to take any action which causes Buyer's disqualification for financing.

SELLER'S DUTIES AND RESPONSIBILITIES: At the date of closing of this Contract, Seller agrees to have complied with all violation notices or requirements issued or noted by any governmental authority, or actions in any court on account thereof, against or affecting the Property and convey the Property free thereof. Seller agrees to keep existing mortgages free of default until closing.

CONDITION OF PROPERTY AND POSSESSION: At the time of closing, Seller shall deliver possession of the Property and shall deliver the Property broom clean and in [REDACTED]

[REDACTED] Property within five (5) days prior to closing. EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS".

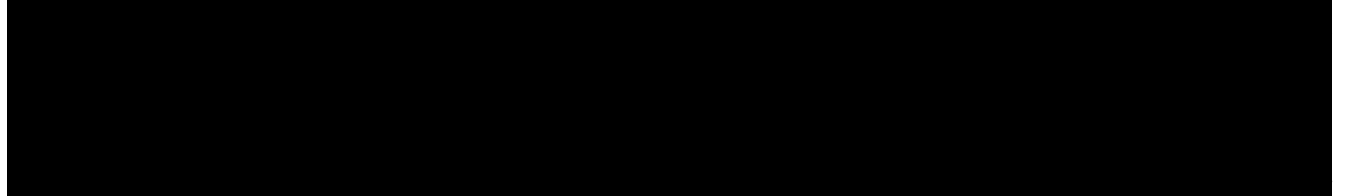
WALKTHROUGH: Within _____ hours before Closing, Buyer or Buyer's Agent shall have the right to inspect the Property to verify that the same is in substantially the same condition in which it existed on the Date of Acceptance of this Contract, ordinary wear and tear excepted, and that any corrections or repairs agreed to by Seller have been completed.

WARRANTIES TRANSFER: At Closing, Seller shall transfer to Buyer any interest Seller may have in any manufacturer's warranties, service contracts, and other guarantees and/or warranties which are transferable to Buyer. Fees for such transfer, if any, shall be borne by Buyer.

DEFAULT: Buyer and Seller are required and agree to make full closing in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof [REDACTED]

[REDACTED] to perform or comply with the covenants, conditions or terms of this contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for

specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Seller and Buyer concerning the release of the deposit, Escrow Officer may pay the deposit into the court in which such litigation is pending or pay the deposit into the court of proper jurisdiction by an action of interpleader and Escrow Officer, having so paid the deposit to the court, shall have met his sole responsibility. Upon Escrow Officer's



less than the total of all of the costs incurred by the Escrow Officer in maintaining and filing the interpleader action, then Seller and Buyer jointly, and severally, agree to reimburse the Escrow Officer for all such excess costs upon the conclusion of the interpleader action.

INCLUSIONS/EXCLUSIONS: Certain existing items, which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if no box is checked, item shall be considered excluded):

- | | | | |
|---|--|---|---|
| Included Yes | Included Yes | Included Yes | Included Yes |
| <input type="checkbox"/> Stove or Range | <input type="checkbox"/> Window Fan(s) # _____ | <input type="checkbox"/> Water Softener | <input type="checkbox"/> Lawn Mower |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Storm Windows | <input type="checkbox"/> Screens | <input type="checkbox"/> Garage Opener |
| <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Storm Doors | <input type="checkbox"/> Window A/C unit(s) # _____ | <input type="checkbox"/> Dog House(s) # _____ |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> W/W carpeting (existing) | <input type="checkbox"/> TV antenna |
| <input type="checkbox"/> Freezer | | | |
| <input type="checkbox"/> Dishwasher | | | |
| <input type="checkbox"/> Cook top | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Entertain Cntr Cabinet |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Pool, cover & equipment | <input type="checkbox"/> Outdoor Playground Equip. | <input type="checkbox"/> Fireplace Screen/Doors |
| <input type="checkbox"/> Wall Oven(s) # _____ | <input type="checkbox"/> Hot Tub, cover & equip. | <input type="checkbox"/> Central Vacuum | |
| <input type="checkbox"/> Safe # _____ | <input type="checkbox"/> Alarm System | | |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

PROPERTY INSURANCE AND RISK OF LOSS: Until legal title has passed to Buyer or possession has been given to Buyer, the Property is to be held at the risk of Seller. If, prior to the time legal title has passed to Buyer or possession has been given to Buyer, whichever shall occur first, all or a substantial part of



LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from



NON-ASSIGNABLE: This Contract may not be assigned without the effective written consent of the Buyer and the Seller. If the Buyer and the Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until closing.

TITLE POLICY: Seller agrees to furnish to Buyer at (initial appropriate option)

- a. _____ Seller's expense; a title insurance policy issued in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy.
- or
- b. _____ Buyer's expense; a title insurance policy issued in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy.

The title insurance policy will be subject to all exclusions, including existing building and zoning ordinances, and the following exceptions:

- Restrictive covenants common to platted subdivision in which the Property is located.
- Standard exception for standby fees, taxes and assessments.
- Liens created [REDACTED]
- [REDACTED] rights.
- Standard exception as to waters, tidelands, beaches, streams, and related matters.
- Standard exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read: "shortages in area."

SURVEY: A Survey of the Property shall be made by a registered professional land surveyor acceptable to the Title Company and any lender. (Initial appropriate option)

- a. _____ Seller shall furnish [REDACTED] new survey at the expense of _____ (Buyer or Seller) no later than 3 days prior to Closing Date.
- or
- b. _____ Seller at Seller's expense shall furnish a new survey of the Property to Buyer within _____ days after the Effective Date of this Contract.
- or
- c. _____ Buyer at Buyer's expense shall obtain a new survey of the Property within _____ days after the Effective Date of this Contract. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this clause, whichever is earlier.

COMMITMENT for TITLE INSURANCE: Seller [REDACTED], the time for delivery will be automatically extended up to 15 days or the Closing date, whichever is earlier.

OBJECTIONS: Buyer shall have the right to object to defects, exceptions, or encumbrances to title disclosed on the survey and in the Commitment, other than items contained in clause entitled Title Policy or which prohibit the following use or activity: _____ . The objection must be in writing and must be taken by Buyer not later than (a) Closing date or (b) within _____ days after [REDACTED] the objections within such 15 days' period, this Contract will terminate, and Seller shall forthwith refund the earnest money to Buyer unless Buyer waives the objections.

TITLE NOTICES:

- a. Abstract or Title Policy: Buyer is hereby advised to have the abstract covering the real estate that is the subject of this Contract examined by an attorney chosen by Buyer; or Buyer should be provided with or obtain a title insurance policy.
- b. Owners' Association Membership: (Initial appropriate option)
- _____ The Property is subject to mandatory membership in an owner's association and Seller is required to give notice as prescribed under the Texas Property Code, Title 2, Chapter 5, Subchapter A, Section 5.012.
- or
- _____ The Property is not subject to mandatory membership in an owner's association and Seller is not required to give notice as prescribed under the Texas Property Code, Title 2, Chapter 5, Subchapter A, Section 5.012.
- c. Tax Districts: (Initial appropriate option)
- _____ The Property is [REDACTED] users, other than agricultural, irrigation, or industrial users, and which district

includes less than all the territory in at least one county and which, if located within the corporate area of a city, includes less than [REDACTED] substantial part, and Seller is required to give a notice to Buyer, prior to execution of this Contract as prescribed under the Water Code, Title 4, Chapter 49, Subchapter M, Section 49.452.

or

_____ The Property is not situated in a utility district or other statutorily created district providing, or proposing to provide, as the district's principal function, water, sanitary sewer, drainage, and flood control or protection facilities or services, or [REDACTED] or in substantial part, and Seller is not required to give notice to Buyer as prescribed under the Water Code, Title 4, Chapter 49, Subchapter M, Section 49.452.

d. Tide Waters: (Initial appropriate option)

_____ The Property does not share a common boundary with the tidally influenced submerged lands of the State of Texas and Seller is not required to give notice to Buyer as prescribed under the Texas Natural Resources Code, Title 2, Subtitle C, Chapter 33, Subchapter D, Section 33.135.

or

_____ The Property adjoins and shares a common boundary with the tidally influenced submerged lands of the State of Texas, and

_____ The [REDACTED] Resources Code, Title 2, Subtitle C, Chapter 33, Subchapter D, Section 33.135.

_____ the interest transferred or conveyed in the Property is not a mineral, leasehold or security interest, and Seller is required to give notice to Buyer, as a part of a written executory contract for the sale, transfer, or conveyance as prescribed under the Texas Natural Resources Code, Title 2, Subtitle C, Chapter 33, Subchapter D, Section 33.135.

e. Possible Annexation: Seller is [REDACTED]

f. Property Located in Certified Service Area of a Utility Service Provider: (Initial appropriate option)

_____ The Property is located in [REDACTED] B, Chapter 13, Subchapter G, Section 13.257.

or

_____ The Property is not located in certified service area of a utility service provider and Seller is not required to give notice to Buyer as prescribed under the Water Code, Title 2, Subtitle B, Chapter 13, Subchapter G, Section 13.257.

g. Public Improvement District (Initial appropriate option)

_____ The Property is in a public improvement district under Chapter 372, the Local Government Code, and

_____ consists of not more than [REDACTED] Code, Title 2, Chapter 5, Subchapter A, Section 5.014.

_____ consists of more than one dwelling unit and Seller is not required to give notice to Buyer as prescribed under the Property Code, Title 2, Chapter 5, Subchapter A, Section 5.014.

or

_____ The Property is not in a public improvement district under Chapter 372, Local Government Code and Seller is not required to give notice to Buyer as prescribed under the Property Code,

Title 2, Chapter 5, Subchapter A, Section 5.014.

h. Agricultural Development District: (Initial appropriate option)

_____ The Property is located [REDACTED] sub-section (c) thereof.

or

_____ The Property is not located in a Texas Agricultural Development District and Seller is not required to give notice to Buyer under the Agriculture Code, Title 4, Chapter 60, Subchapter C, Section 60.063.

ARBITRATION: In the event of any dispute arising out of or relating to this Contract, or the breach thereof, it is hereby agreed the same shall be settled by a neutral binding arbitration [REDACTED]

[REDACTED], or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

ATTORNEY'S FEES: In any action or [REDACTED] not limited to: breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator.

TERMITE INSPECTION: Within a period of _____ business days [REDACTED] (s) or dwelling(s)) and damage due to previous infestation has been repaired. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Buyer may, within _____ business days of receiving the report, either proceed with the purchase or cancel this Contract.

RADON GAS DISCLOSURE: As required by law, [REDACTED] public health unit.

Seller has: (Initial appropriate option)

_____ knowledge that the Property has been tested for radon gas and radon progeny and shall provide Buyer with a copy of the results of such test and evidence of any subsequent mitigation or treatment;

or

_____ no knowledge that the Property has been tested for radon gas and radon progeny.

HOME AND/OR ENVIRONMENTAL INSPECTION CONTINGENCY: Buyer's obligation to close this Contract: (Initial appropriate option)

_____ Is subject to the contingency of inspection of the Property. Within a period of _____ business days after the Date of Acceptance, Buyer may secure at Buyer's own expense (unless otherwise provided by law) and Seller agrees to permit, a [REDACTED]

[REDACTED] shall indemnify Seller and shall hold Seller harmless from and against any loss or damage to the Property or personal injury caused by acts of negligence of Buyer or Buyer's inspectors.

If any defect(s) is/are revealed by an inspection report, Buyer shall deliver the report to Seller within _____ calendar days of the receipt of the same. Seller shall within _____ calendar days of receipt of the report

notify Buyer in writing of Seller's option

_____ on either of the parties hereto and this Contract shall become void. Buyer agrees that repairs which do not exceed _____ Dollars (\$_____) in aggregate shall not be considered to be within the purview of this section and Buyer agrees to assume those repairs at Buyer's own expense.

_____ the inspection report due solely to the inspector's inability to complete the inspection, the inspection completion date set forth in this Contract shall be extended for a reasonable time not to exceed seven (7) calendar days. The inspector shall provide Buyer with an explanation of the delay, which shall be made available to Seller.

or

_____ is not subject to the contingency of inspection of the Property.

FLOOD HAZARD: During the inspection period, Buyer

_____ lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property.

INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the person responsible for closing by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, the Seller will pay any fees incurred as a result of such filing.

FOREIGN INVESTMENT TAXES - FIRPTA:

_____ partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of closing.

LEAD PAINT DISCLOSURE: As required by Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992, "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

_____, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. Seller is required to provide buyer with a ten (10) day period in which Buyer may procure a risk assessment or inspection at Buyer's expense.

a) Seller and Buyer agree, represent and warrant,

_____ contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this of this section entitled, LEAD PAINT DISCLOSURE.

b) Seller represents and warrants to Buyer, intending that Buyer rely upon such warranty and representation, that the property: (Seller to initial applicable line): _____ was constructed prior to 1978 OR _____ was not constructed prior to 1978 OR _____ the date of construction is uncertain.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

c) If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property.

OTHER DISCLOSURES:

In addition to those disclosures contained herein, Buyer hereby certifies that the following disclosures were delivered to Buyer by Seller prior to the date of execution of this Contract: (check all applicable)

- Seller's Disclosure Notice
- Seller's Disclosure Regarding Potential Annexation
- Notice [REDACTED]
- Notice [REDACTED] Owners Association
- Disclosure of Location of Conditions Under Surface of Unimproved Real Property
- Seller's [REDACTED] and Insurance Coverage
- Seller's Disclosure of Financing Terms
- Lead Paint Disclosure
- Lead Paint Pamphlet

NOTICE TO SELLER: This Contract should not be executed if the disclosures indicated above were not presented to Buyer, and additionally, signed and dated by Buyer prior to today's date. The above-indicated, applicable disclosures should be delivered to, signed and dated by Buyer prior to the date of execution of this Contract.

NOTICE OF ADDITIONAL TAX LIABILITY: (check one)

1. This is not a transaction for vacant land.
2. This is a transaction for vacant land. Seller hereby provides Buyer the following notice:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom [REDACTED]

[REDACTED] the land is located.

TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

PARAGRAPH HEADINGS: The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

USE OF PRONOUNS: The use of the [REDACTED] [REDACTED] either corporations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

INDEMNIFICATION: Each party shall indemnify and hold the other party harmless from any and all violations, claims, losses, damages, injuries and liabilities arising from or in connection with the operations of this Agreement, transaction of sale, false, misleading or misrepresentation of any certifications, warranties or information, violation of federal and state laws, breach of contract or any acts and/or omissions caused by the harming party.

BINDING PARTIES: This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

NO ORAL AGREEMENTS: This executory contract represents the final agreement between the seller and purchaser and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

FORUM AND CHOICE OF LAW. This [REDACTED] [REDACTED] or breach of this Agreement, ad will be subject to enforcement and interpretation solely in the appropriate courts of the State of Texas, without reference to principles of conflict of laws.

ENTIRE AGREEMENT: This document and any Addenda constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Seller or Buyer. Neither Seller or Buyer shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Seller and Buyer.

SEVERABILITY: The provisions of this Contract are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability



together shall constitute the original contract.

ADDITIONAL PROVISIONS:

YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT AT ANY TIME DURING THE NEXT TWO WEEKS. THE DEADLINE FOR CANCELING THE CONTRACT IS _____ (DATE).

SIGNED, ACCEPTED, AND AGREED TO on ___ day of _____, 20__ (“effective date”) by the undersigned parties, who acknowledge that they have read and understand this Agreement and the Attachments to it and they execute this legal document voluntarily and of their own free will.

| | | | |
|------------|--|-------------|--|
| Buyer: | | Date: | |
| Address: | | Tax ID/SSN: | |
| | | | |
| Buyer: | | Date: | |
| Address: | | Tax ID/SSN: | |
| | | | |
| Seller: | | Date: | |
| Address: | | Tax ID/SSN: | |
| | | | |
| Seller: | | Date: | |
| Address: | | Tax ID/SSN: | |
| | | | |
| | | | |
| WITNESSES: | | | |
| | | | |
| Witness: | | Date: | |
| | | | |
| Witness: | | Date: | |

Promissory Note

FOR VALUE RECEIVED, the undersigned _____, (the "Buyer") hereby promises to pay to the order of _____ (the "Seller") at _____ (_____) upon the closing date of _____ for the purchase of below said real property located at;

Legal Description of Property:

WHERE AS;

The Buyer _____
_____ ons set forth in this note.

1. Not Secured. This Promissory note is not secured.
2. Interest. _____
_____ yer and Seller herein regarding the above referenced property.
3. Principal. The _____
_____ sale of the above referenced property.
4. Payment. Payment shall be made in lawful tender of the United States.
5. Events of Acceleration. The entire unpaid principal balance of this Note shall become due and payable prior to the specified due date of this Note upon the occurrence of one or more of the following events and in the following manner:

6. Collection. If [REDACTED] (including reasonable attorney fees) incurred in connection with such action.

7. Waiver. Waiver of any term of this Note must be made in writing and signed by the parties herein, and any such waiver shall be limited to its express terms. No delay by the Seller with respect to the terms of this Note shall constitute a waiver of any breach, default, or [REDACTED]

[REDACTED] Note. In addition, Buyer agrees to remain fully bound until all monies due under this Promissory Note have been paid in full and waives all rights of subrogation and set-off.

8. Bankruptcy or Insolvency. In the event of payment of any other amounts secured by this Promissory [REDACTED]

[REDACTED] Note remaining unpaid shall be, at the option of the Seller, forthwith become due and payable and all the powers in and by the Promissory Note or by law conferred in case of default shall become exercisable.

9. Default. In the [REDACTED] the Buyer.

10. Governing Law. [REDACTED] all be applicable to the interpretation, construction and enforcement hereof.

11. Conflicting Agreements. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by the Note, the terms of this Note shall prevail.

12. Binding Note. [REDACTED], legal representative and assigns.

The Undersigned hereby warrants his/hers full authority to enter into this Promissory Note.

Signed at _____ on this ____ day of _____, 20__.

(Purchaser)

Signed in the presence of:

(1) Name & Signature

(2) Name & Signature

OFFER TO PURCHASE REAL ESTATE

BE IT KNOWN, the undersigned _____ of _____ (Buyer) offers to purchase from _____ of _____ (Owner), real estate known as _____

City/Town of _____, County of _____, State of _____, said _____

and containing _____ square feet of land, more or less.

The purchase price is: \$ _____
_____ paid: \$ _____
Upon _____: \$ _____
Balance at closing: \$ _____
Total purchase price: \$ _____

This offer is _____ for no less than; \$ _____ payable over _____ years with interest not to exceed _____% at customary terms within _____ days from date hereof.

The _____ is _____ who shall be paid a commission of _____ by seller upon closing.

This offer is further subject to B _____ _____ days from date hereof. Said property is to be sold free and clear of all encumbrances, by good and marketable title, with full possession of said property available to Buyer.

The parties agree to execute a _____ contained herein, within _____ days.

The closing shall be on or before _____ (month & day), _____ (year) at the deed recording office.

Signed this _____ day of _____ (month), _____ (year).

In the presence of:

Witness

Broker

Witness

Buyer

Owner

Counter offer.

The Offer to Purchase dated _____ and signed by Buyer, _____, for purchase of real estate at _____ is countered. All terms and conditions to remain _____ the following:

Seller agrees to sell and _____ receipt of a copy of it. The warranties and representations made in this Counter-Offer survive the closing of this transaction.

This Counter-Offer must be _____ of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails, addressed to Seller at _____ or by person delivery thereof to Seller.

Dated: _____ [Signature(s) of seller(s)]

[Name of licensee who negotiated this Counter-Offer]

The above Counter-Offer is _____ and not to include any of the terms on the above or any other Counter-Offer except the following: _____

This Buyer's Counter-Offer must be accepted on or before _____ (TIME IS OF THE ESSENCE) and it shall not become binding upon Buyer until a _____ prepaid, in the United States mails, addressed to Buyer at _____ or by personal delivery thereof to Buyer.

Dated: _____ [Signature(s) of buyer(s)]

[Name of licensee who negotiated this Counter-Offer]

Buyer's above Counter-Offer is _____ Offer form.

Dated: _____ [Signature(s) of seller(s)]

[Name of licensee who negotiated this Counter-Offer]

[Attach original Offer to Purchase]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

_____, hereinafter referred to as PRINCIPAL, in the County of _____ State of Texas, being of sound mind _____ and lawful attorney-in-fact.

Any and all general powers of attorney that previously have been signed by principal are hereby revoked. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to principal's health care that previously have been signed by principal.

In the principal's name, and for the principal's use and benefit, said attorney-in-fact is authorized hereby:

- 1) Sell, convey, lease, _____ estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead currently owned or may own in the future.
- 2) Sell, exchange, buy _____ or real or tangible property owned or acquired later.
- 3) Perform any act _____, sell or transfer any note or security.
- 4) Enter into legally _____ of Principal.
- 5) Consent to and _____ owned or acquired later.
- 6) Purchase and/or maintain home-owner's insurance or addition insurance requirements subject to the transaction of sale of Principal's tangible or real property currently owned or acquired later.
- 7) Disclosure of _____ or acquired later.
- 8) Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

9) Obtain information [REDACTED] matter with such government or agency (including tax matters).

10) Prepare [REDACTED] for its agencies in connection with governmental benefits (including military and social security benefits).

11) Disclaim any [REDACTED] or other entity, as may be appropriate.

Said attorney-in-[REDACTED] acting under the authority of this Power of Attorney.

Principal authorizes said attorney to indemnify and hold harmless any third party who accepts and acts under this document.

Giving and granting [REDACTED] as principal might or could do if personally present.

All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.

1. WITNESS' SIGNATURE: _____

WITNESS' PRINTED FULL LEGAL NAME: _____

2. WITNESS' SIGNATURE: _____

WITNESS' PRINTED FULL LEGAL NAME: _____]

Dated: _____, 20____ at _____, _____.

By: _____

STATE OF TEXAS

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____ to me well known to be the person described in and who signed the foregoing Power of Attorney, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

| | | | |
|--------|-------|--------|-------|
| _____ | _____ | _____ | _____ |
| Lessor | Date | Lessor | Date |
| _____ | _____ | _____ | _____ |
| Lessee | Date | Lessee | Date |
| _____ | _____ | _____ | _____ |
| Agent | Date | Agent | Date |

Simple Steps To Protect Your Family From Lead Hazards

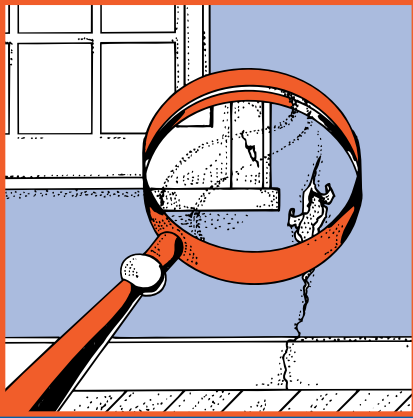
If you think your home has high levels of lead:

- ◆ 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, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



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

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.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

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 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 about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

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:

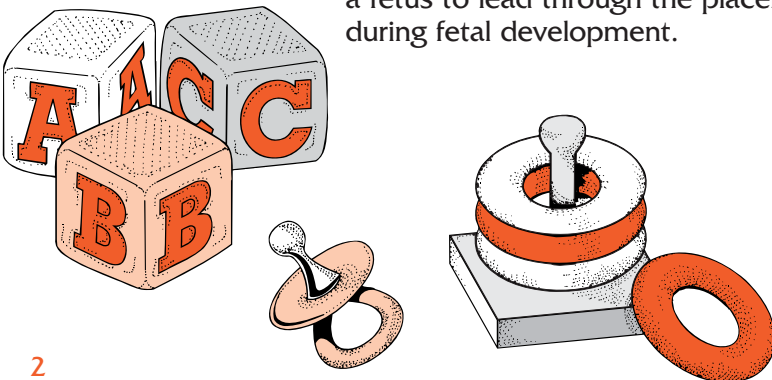
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children 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.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

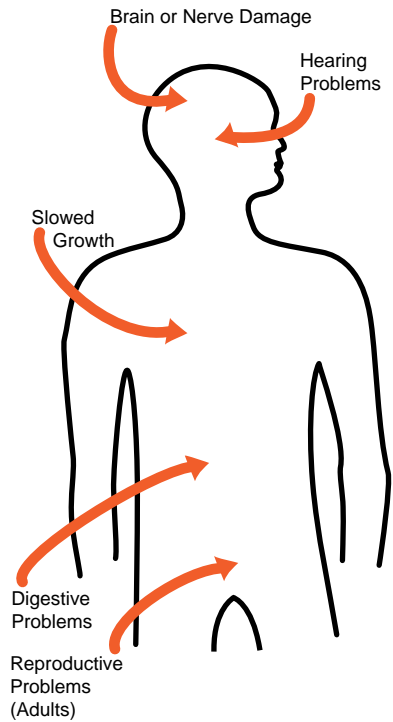
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in 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-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 scraped, 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 ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ 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. 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.

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

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 tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

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

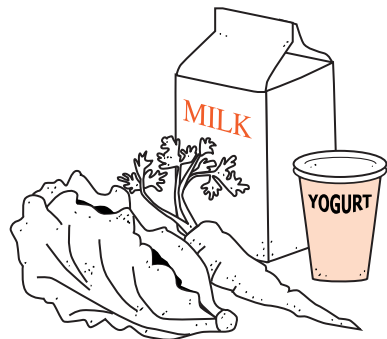
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits 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 ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

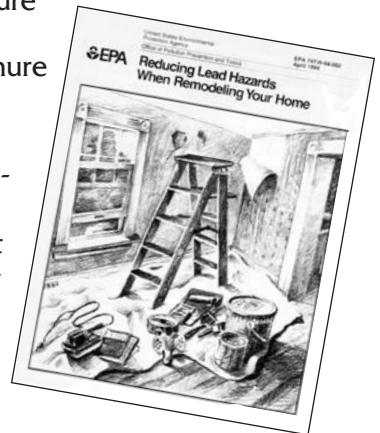
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature 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.



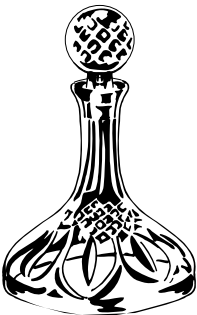
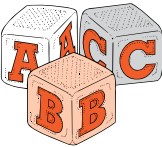
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, 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/**.

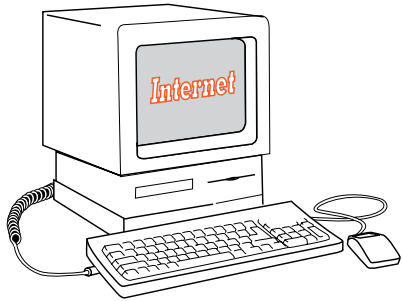


EPA's Safe Drinking Water Hotline

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 Web site 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**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

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

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

EPA747-K-99-001
June 2003

Seller's Disclosure Regarding Potential Annexation

Texas Property Code §5.011

NOTICE REGARDING POSSIBLE ANNEXATION

If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the [REDACTED]

[REDACTED]. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

I ACKNOWLEDGE RECEIPT OF THIS DISCLOSURE REGARDING POTENTIAL ANNEXATION BY SELLER PURSUANT TO TEX PR. CODE ANN. §5.011(b).

(Date)

(BUYER'S SIGNATURE)

**NOTICE OF CANCELLATION
PURCHASER'S RIGHT TO CANCEL WITHOUT CAUSE**

Pursuant to TEX PR. CODE ANN §5.074, _____
_____ ___/___/_____ for any reason without any
penalty or obligation by ___ / ___ / _____.

1. you must send by telegram _____
_____ a signed and dated copy of this cancellation
notice or any other written notice to:

Seller's name: _____ at Seller's
address: _____ by ___ / ___ /
_____.

2. The Seller shall, not later than the 10th day after the date the seller receives
your cancellation notice:
- a. Return the _____
_____ the contract; and
 - b. Cancel any security interest arising out of the contract.

I acknowledge receipt of this notice of cancellation form.

(Date)

(Buyer's Signature)

I hereby cancel this contract.

(Date)

(Buyer's Signature)

Comment: Pursuant to Tex Pr. Code. Ann §5.074(a), If in the event the purchaser
cancels or rescinds an executor contract for any reason, written notice to seller shall
not be later than the 14th day after the date of the contract.

**NOTICE OF NONAPPLICABILITY OF CERTAIN WARRANTIES
AND BUILDING AND PERFORMANCE STANDARDS**

**THE PROPERTY THAT IS SUBJECT [REDACTED]
[REDACTED] THE PROVISIONS OF
THAT TITLE THAT PROVIDE STATUTORY WARRANTIES AND BUILDING
AND PERFORMANCE STANDARDS.**

**I ACKNOWLEDGE RECEIPT OF THIS DISCLOSURE REGARDING
NONAPPLICABILITY OF [REDACTED]
[REDACTED] AND SUCH DISCLOSURE HAS BEEN
DELIVERED TO ME BY SELLER PURSUANT TO TEX PR. CODE ANN.
§5.016(b).**

(Date)

(BUYER'S SIGNATURE)

Comment: Pursuant to Tex Pr. Code Ann. §5.016(b), this notice shall be delivered to purchaser by seller on or before the effective date of a binding executory contract. **Note:** If in the event an executor contract has been entered between the seller and purchaser without this notice, the purchaser may terminate the executor contract for any reason on or before the 7th day after the date the purchaser receives the notice.

**SELLER'S DISCLOSURE
CONVEYANCE OF RESIDENTIAL PROPERTY ENCUMBERED BY LIEN
(Texas Property Code §5.016)**

WARNING: ONE OR MORE RECORDED LIENS HAVE



DEMAND FULL PAYMENT

OF THE OUTSTANDING BALANCE OF THE LIEN IMMEDIATELY. YOU MAY WISH TO CONTACT EACH LIENHOLDER FOR FURTHER INFORMATION AND DISCUSS THIS MATTER WITH AN ATTORNEY.

PROPERTY ADDRESS: _____

Lienholder: _____ Acct# _____

Address: _____ Contact No.: _____

Contract Terms: _____ Amount Owed: _____ Interest Rate: _____%

Installment Amount: _____

Lienholder consent to transfer of property to purchaser? Yes No

Is there an insurance policy on the property? Yes No

Insurance Policy Information (If Applicable)

Name of Insurer: _____ Name of Insured: _____

Policy No.: _____ Insured Amt: \$_____

Amount of property taxes currently due on property: \$_____.

I ACKNOWLEDGE RECEIPT OF THIS DISCLOSURE.

(Date)

(BUYER'S SIGNATURE)

Comment: Note that pursuant to Tex Pr. Code Ann. §5.016(d), a disclosure violation is not actionable if the disclosing party reasonably believes and takes any necessary action to ensure that each lien for which notice was not provided will be released on or before the 30th day after the date on which title to the property is transferred.

SELLER'S DISCLOSURE OF FINANCING TERMS

PURCHASER: REGARDING THE PROPERTY AT

_____,
(Address)

Pursuant to Tex Pr. Code Ann. §5. [REDACTED] Seller hereby discloses, as required, the financial terms of the contract:

1. The [REDACTED] property: \$ _____
2. The interest rate charged under the contract: \$ _____
3. The dollar [REDACTED]
[REDACTED] the contract: \$ _____
4. The total amount of principal and interest to be paid under the contract:
 - a. Principal amount: \$ _____
 - b. Interest (from 3 above) \$ _____
 - c. [REDACTED] charges * (if any) \$ _____

TOTAL \$ _____
(principal + interest + applicable late charges)

** The late charge(s) which are assessed under the contract*

NOTICE: Seller may not [REDACTED]
[REDACTED] before the scheduled payment date under the contract.

(Signature of Seller)

Date

(Signature of Purchaser)

Date

**NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION CONCERNING
THE PROPERTY**

Seller of the property is subject to [REDACTED]
[REDACTED] gives notice, pursuant to Tex Pr. Code Ann. §5.012, of his/hers obligations related to such membership for the property located at:

(street address)

(name of residential community)

As a purchaser of property in [REDACTED]
[REDACTED] and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the property is located, pursuant to CHP 209 Texas Residential Property Owners Protection Act. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk.

You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change [REDACTED] result in a lien on and the foreclosure of your property.

Date

Signature of Purchaser

Comment: Pursuant to Tex Pr. Code Ann. §5.012(d) [REDACTED]
[REDACTED] purchaser receives the notice or the date the transfer occurs as provided by the executory contract, whichever date is earlier.

ORAL AGREEMENTS PROHIBITED
(TEX PR. Code ANN §5.072)

Both SELLER AND PURCHASER

THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. ANY ORAL NEGOTIATIONS, DISCUSSIONS, REQUESTS, AND OTHER UNDERSTANDINGS WITH RESPECT TO THE EXECUTORY CONTRACT SHALL BE PROHIBITED.

(Date)

(SELLER'S SIGNATURE)

(Date)

(BUYER'S SIGNATURE)

NOTICE OF PROPERTY CONDITION

(TO BE ATTACHED TO CONTRACT)

TEX PR. Code ANN. §5.069

For the property located at or described as follows:

Buyer's Name: _____

Seller's Name: _____

WARNING

IF ANY OF THE ITEMS BELOW HAVE NOT BEEN CHECKED, YOU MAY NOT BE ABLE TO LIVE ON THE PROPERTY.

SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT: _____

THIS DOCUMENT STATES CERTAIN APPLICABLE FACTS ABOUT THE PROPERTY YOU ARE CONSIDERING PURCHASING.

CHECK ALL THE ITEMS THAT ARE APPLICABLE OR TRUE:

- The property is in a recorded subdivision.
- The [REDACTED] that provides potable water.
- The property has sewer service.
- The property [REDACTED] municipal, county, or state agency for installation of a septic system.
- The [REDACTED] service.
- The property is not in a floodplain.
- The roads to the boundaries of the property are paved and maintained by:
 - the seller;
 - the [REDACTED] on which the road exists;
 - the municipality;
 - the county; or
 - the state.
- No individual or entity other than the seller:
 1. Owns the property;
 2. Has a claim [REDACTED]; or
 3. Has an interest in the property.
- No individual or entity has a lien filed against the property.

[] There are no restrictive [REDACTED] on the property.

NOTICE: SELLER ADVISES PURCHASER TO:

1. OBTAIN A TITLE ABSTRACT [REDACTED] OR COMMITMENT REVIEWED BY AN ATTORNEY BEFORE SIGNING A CONTRACT OF THIS TYPE; AND
2. PURCHASE AN OWNER'S POLICY OF TITLE INSURANCE COVERING THE PROPERTY.

(Signature of Buyer)

Date

(Signature of Seller)

Date

SELLER'S DISCLOSURE NOTICE

(TO BE ATTACHED TO CONTRACT)

TEX PR. CODE ANN. §5.008

CONCERNING THE PROPERTY AT:

(Street Address and City)

THIS NOTICE IS A DISCLOSURE

PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

ALL INFORMATION PROVIDED BY SELLER

NOTICE HAS BEEN SIGNED BY SELLER PURSUANT TO TEX PR. CODE ANN §5.008(d).

Seller _____ is _____ is not occupying the Property.

If unoccupied, how long since Seller has occupied the Property? _____

1. The Property has the items checked below:

Write Yes (Y), No (N), or Unknown (U).

| | | |
|--------------------------|------------------------------|-------------------------|
| ___ Range | ___ Oven | ___ Microwave |
| ___ _____ | ___ _____ Compactor | ___ Disposal |
| ___ Washer/Dryer Hookups | ___ Window Screens | ___ Rain Gutters |
| ___ _____ | ___ Fire Detection Equipment | ___ Intercom System |
| ___ TV Antenna | ___ Cable TV Wiring | ___ Satellite Dish |
| ___ _____ | ___ _____ | ___ _____ |
| ___ Central A/C | ___ Central Heating | ___ Wall/Window A/C |
| ___ Plumbing System | ___ Septic System | ___ Public Sewer System |
| ___ Patio/Decking | ___ Outdoor Grill | ___ Fences |
| ___ Pool | ___ Sauna | ___ Spa ___ Hot Tub |

| | | |
|-------------------------|------------------|-------------------------------------|
| ___ Pool Equipment | ___ Pool Heater | ___ Automatic Lawn Sprinkler System |
| ___ [REDACTED] (ning) | | ___ Fireplace [REDACTED] |
| ___ Gas Lines (Nat./LP) | | ___ Gas Fixtures |
| Garage: ___ Attached | ___ Not Attached | ___ Carport |
| Garage Door Opener(s): | ___ Electronic | ___ Control(s) |
| Water Heater: | ___ Gas | ___ Electric |
| Water | | |
| ___ [REDACTED] City | ___ Well ___ MUD | ___ Co-op |
| Roof Type _____ | | Age: ___ (approx) |

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? _____ Yes _____ No _____ Unknown.

If yes, then describe. (Attach additional sheets if necessary):

2. Are you (Seller) aware [REDACTED] following?

Write Yes (Y) if you are aware, write No (N) if you are not aware.

| | | |
|-----------------------------|------------------------|-----------------------|
| ___ Interior Walls | ___ Ceilings | ___ Floors |
| ___ Exterior Walls | ___ Doors | ___ Windows |
| ___ Roof | ___ Foundation/Slab(s) | ___ Basement |
| ___ Walls/Fences | ___ Driveways | ___ Sidewalks |
| ___ Plumbing/Sewers/Septics | ___ Electrical Systems | ___ Lighting Fixtures |

___ Other Structural Components (Describe): _____

If the answer to any of the [redacted] sheets if necessary):

3. Are you (Seller) aware of any of the following conditions?

Write Yes (Y) [redacted] are not aware.

| | |
|---|---|
| <input type="checkbox"/> Active Termites (includes wood-destroying insects) | <input type="checkbox"/> Previous Structural or Roof Repair |
| <input type="checkbox"/> Termite or Wood Rot Damage Needing Repair | <input type="checkbox"/> Hazard or Toxic Waste |
| <input type="checkbox"/> Previous Termite Damage | <input type="checkbox"/> Asbestos Components |
| <input type="checkbox"/> Previous Termite Treatment | <input type="checkbox"/> Urea formaldehyde Insulation |
| <input type="checkbox"/> Previous Flooding | <input type="checkbox"/> Radon Gas |
| <input type="checkbox"/> Improper Drainage | <input type="checkbox"/> Lead Based Paint |
| <input type="checkbox"/> Water Penetration | <input type="checkbox"/> Aluminum Wiring |
| <input type="checkbox"/> Located in 100-Year Floodplain | <input type="checkbox"/> Previous Fires |
| <input type="checkbox"/> Present Flood Insurance Coverage | <input type="checkbox"/> Unplatted Easements |
| <input type="checkbox"/> Landfill, Settling, Soil Movement, Fault Lines | <input type="checkbox"/> Subsurface Structure or Pits |

If the answer [redacted]. (Attach additional sheets if necessary):

4. Are you [redacted] necessary). _____

5. Are you (Seller) aware of any of the following?

Write Yes (Y) if you are aware, write No (N) if you are not aware.

_____ Room additions, [redacted] with building codes in effect at that time.

_____ Homeowners' [REDACTED] fees or assessments.

_____ Any "[REDACTED]
[REDACTED] others.

_____ Any notices [REDACTED] ordinances affecting the condition or use of the Property.

_____ Any lawsuits directly or indirectly affecting the Property.

_____ Any condition on the Property which materially affects the physical health or safety of an individual.

If the answer to [REDACTED] sheets if necessary):

6. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of [REDACTED]
[REDACTED] adjacent to public beaches for more information.

| | |
|---------------|------------------------------|
| _____ Date | _____ Signature of Seller |
|---------------|------------------------------|

The undersigned purchaser hereby acknowledges delivery and receipt of the foregoing notice pursuant to TEX PR. Code ANN. §5.008(f) *in part*.

| | |
|---------------|---------------------------------|
| _____ Date | _____ Signature of Purchaser |
|---------------|---------------------------------|

Comment: Pursuant to TEX PR. Code ANN [REDACTED]
[REDACTED] death by a previous occupant had, may have had, or may have AIDS or HIV related illness or infection.

ABOUT TEXAS DISCLOSURES

- **Seller's Disclosure Notice (Tex Pr. Code Ann. §5.008)**
Delivered by the seller to the [REDACTED] binding the purchaser to purchase the property.
- **Notice Regarding Possible Liability For Additional Taxes (Tex Pr. Code Ann. §5.010)**
For the sale of vacant land: Seller m [REDACTED]... Include in contract as stipulated.
- **Seller's Disclosure Regarding Potential Annexation (Tex Pr. Code Ann. §5.011)**
Delivered by the seller to the purchaser before the date the executory contract binds the purchaser to purchase the property.
- **Membership In A Property Owners Association (Tex Pr. Code Ann. §5.012)**
For residential real property [REDACTED]
[REDACTED] located in the state of Texas.
Delivered by the seller to the purchaser before the date the executory contract binds the purchaser to purchase the property.
- **Disclosure of Location of Conditions Under Surface of Unimproved Real Property (Tex Pr. Code Ann. §5.013)**
For the sale of unimproved real [REDACTED]
[REDACTED] on or before the effective date of an executory contract binding the purchaser to purchase the property.
- **Notice of Property Condition (Tex. Pr. Code Ann. §5.069)***
Delivered by the seller to the purchaser before an executory contract is signed by the purchaser. This notice must be filed with the executory [REDACTED]
[REDACTED] ed for any reason, the seller shall record the instrument that terminates the contract. See note below for applicability of this disclosure.
- **Notice of Cancellation (Tex Pr. Code Ann. §5.074)***
Seller must provide a notice of cancellation form to the purchaser at the time the purchaser signs the executory contract. *Purchaser may cancel and rescind an executory contract for any reason by sending by telegram or certified or registered mail, return receipt requested, or by delivering in person a signed, written notice of cancellation to the seller not later than the 14th day after the date of the contract.*
- **Seller's Disclosure of Tax Payments and Insurance Coverage (Tex Pr. Code Ann. §5.070)***
Delivered, together with stipulated documentation, by seller to purchaser before an executory contract is signed by the purchaser.
- **Seller's Disclosure of Financing Terms (Tex Pr. Code Ann. §5.071)***
Delivered by seller to [REDACTED] ry contract is signed by the purchaser.
- **Seller's Disclosure of Conveyance of Residential Property Encumbered by Lien (Tex Pr. Code Ann. §5.016)**
On or before the seventh day [REDACTED]
[REDACTED] to purchase the property, an option contract, or other contract, the person provides the purchaser and each lienholder a separate written disclosure statement.
- **Oral Agreements Prohibited (Tex Pr. Code Ann. §5.072):** Include in a separate document or in a provision of the contract a statement printed in 14-point boldfaced type or 14-point uppercase typewritten letters.

- **Lead Paint Notice** [Federal Requirement (EPA and HUD)]
Must be provided to [REDACTED] sing before renovations.
- **Lead Paint Pamphlet** [Federal Requirement (EPA and HUD)]
Must be provided to renters or buyers of pre-1978 housing before renovations.

***NOTE: Use the identified disclosure for:**

1. An executory contract for [REDACTED]
[REDACTED] the purchaser **AND**
2. That provides for the delivery of a deed from the seller to the purchaser **more than 180 days** of the date of the final execution of the executory contract.

SELLER'S DISCLOSURE OF TAX PAYMENTS AND INSURANCE COVERAGE

Tex Pr. Code Ann. §5.070

PURCHASER: REGARDING THE PROPERTY AT

(Address)

please find attached the following:

1. A tax certificate from the collector for each taxing unit that collects taxes due on the property as provided by Section 31.08, Tax Code; and
2. A legible copy of any insurance policy/policies or binder(s) relating to the property. Please verify that any applicable copy attached indicates:
 - a. the name of the insurer and the insured;
 - b. a description of the property insured; and
 - c. the amount for which the property is insured.

I ACKNOWLEDGE

COVERAGE, PURSUANT TO TEX PR. CODE ANN. §5.070(a) AND RECEIPT OF THE DOCUMENTS SPECIFIED HEREIN.

(Date)

(BUYER'S SIGNATURE)

Comments: *Note failure of seller to provide the above information entitles the purchaser to cancel and rescind the executor contract and receive a full refund of all payment made to the seller, pursuant to Tex Pr. Code Ann. §5.070(b)(2). In addition legal action can sought under false, misleading or deceptive business practices under Tex Bus. & Comm Code §17.46.*

Disclosure of Location of Conditions Under Surface of Unimproved Real Property
Tex Pr. Code Ann. §5.013

Buyer, the property located at

_____ (address)

is unimproved real property. Seller hereby provides Buyer the following disclosure:

To the best of the seller's belief and knowledge:

- a. The location of _____ or waste* known to Seller to the best of Seller's belief and knowledge are as follows:

- b. Seller has no information _____ of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum products, or any hazardous substances or waste*.

* "Hazardous substance" and "hazardous waste" shall have the meaning as defined under Texas Health and Safety Code §361.003.

The Purchaser acknowledges and _____ improved Real Property, Pursuant to Tex Pr. Code Ann. §5.013(c).

Date

Signature of Purchaser

<http://www.legal-forms-kit.com>

Email legal@legal-forms-kit.com

Thank you for purchasing our Texas Real Estate Home Package.

Package# Texas Home Purchase Forms

Contents:

1. [Texas Real Estate Sales Contract](#)
2. [Texas Promissory Note](#)
3. [Texas Real Estate Power of Attorney](#)
4. [Texas Offer to Purchase Real Estate](#)
5. [Texas Counter Offer Real Estate](#)
6. [Texas lead Paint Pamphlet](#)
7. [Texas Disclosure Annexation](#)
8. [Texas Disclosure Cancellation](#)
9. [Texas Disclosure Certain Warranties](#)
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11. [Texas Disclosure Financing Terms](#)
12. [Texas Disclosure HOA](#)
13. [Texas Disclosure Oral Agreements](#)
14. [Texas Disclosure Property Condition](#)
15. [Texas Disclosure Seller Notice](#)
16. [Texas Disclosure Read Me](#)
17. [Texas Disclosure Tax Insurance](#)
18. [Texas Disclosure Unimproved Property](#)
19. [Lead Paint Disclosure](#)

Form Descriptions:

1. **Sales Contract:** A real estate sales agreement is a formal written contract made between a homebuyer and seller. The document includes property address, condition, purchase price, inspections, date of closing, date of possession and more.
2. **Offer to Purchase Real Estate:** A formal document in which a buyer proposes to purchase a property for a specified amount and under certain conditions. Acceptance by the seller creates a contract binding on both parties, subject to any contingencies.
3. **Promissory Note:** The binding legal document that must be signed by the borrower before loan funds are disbursed by the lender. The promissory note states the terms and conditions of the loan, including interest rate, and cancellations. The borrower should keep this document until the loan has been repaid.
4. **Counter Offer:** An offer made in response to a previous offer by the other party during negotiations for a final contract. Making a counter offer automatically rejects the prior offer, and requires an acceptance under the terms of the counter offer or there is no contract. Example: Susan Seller offers to sell her house for \$150,000, to be paid in 60 days; Bruce Buyer receives the offer and gives Seller a counter offer of \$140,000, payable in 45 days. The original offer is dead, despite the shorter time for payment since the price is lower. Seller then can choose to accept at \$140,000, counter again at some compromise price, reject the counter offer, or let it expire.
5. **Power of Attorney:** A legal document that grants the power of one individual to act on behalf of another.
6. **Disclosures:** A very important term in both real estate and mortgage transactions. It is required by statute and should not be overlooked. For real estate it means: Disclosing all known facts that

materially affect the value of a residential real property and are not readily observable to the buyer. For mortgages it means: Disclosing all known facts that affect your ability to obtain a home loan. In both cases, if you're not sure, always disclose.

DISCLAIMER

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