

**PROPERTY ADDRESS: 17 Payson Street, Unit 2, Newburyport, MA 01950**

ITEM	INCLUDED	EXCLUDED	NEGOTIABLE	NONE	NOTES
A/C Central				X	
A/C Individual				X	
Air Filter				X	
Area Rugs				X	
Attic Vent Fan				X	
Basketball Hoop				X	
Ceiling Fan	X				In Loft
Central Vacuum				X	
Chandelier	X				
Curtains & Drapes				X	
Dishwasher				X	
Dog Fence - Control Unit				X	
Dog Fence - Underground				X	
Electric Garage Door				X	
Fence	X				
Fire Alarm	X				
Fireplace Screens				X	
Freezer - Standalone				X	
Garbage Disposal				X	
Ice Maker				X	
Lighting Fixtures	X				
Mailbox / Mailbox Post				X	
Mantel				X	
Microwave				X	
Mirrors	X				
Outside Lights	X				
Refrigerator	X				
Sauna				X	
Security System				X	
Shelves / Brackets				X	
Stereo Equipment				X	
Storage Shed				X	
Stove	X				
Stove Hood	X				
Sump Pump				X	
Swimming Pool				X	
Swing Set				X	
Trash Compactor				X	
TV Antenna				X	
Vent Fan				X	
Wall to Wall Carpet	X				
Washer/Dryer				X	
Water Filter				X	
Water Softener				X	
Whirlpool / Jacuzzi				X	
Window Blinds				X	
Window Screens	X				
Window Shades				X	
Wood Stove				X	
Work Bench				X	

**All negotiable items, unless referenced, shall be excluded from the Sale.**

Buyer Initial(s): \_\_\_\_\_

Seller Initial(s): \_\_\_\_\_

# Special Features

17 Payson Street; Unit 2  
Newburyport, MA 01950

---

- Eat In Kitchen: Oak Cabinets / Pine Floor / Bay Windows / French Door to Living Room / Sunny & Bright / Exposed Beams
- Living Room: Pine Floor / Patio Door to Private Balcony / Cathedral Ceiling / Open View to Loft Area / Sunny & Bright / Exposed Beams
- Master Bedroom with Pine Floor & Bay Window / Guest Bedroom with Wall-to-Wall Carpet and Cathedral Ceiling / Sunny & Bright / Exposed Beams
- Large Open Loft: Open Staircase / Cathedral Ceiling / Wall-to-Wall Carpet / Open Staircase / Ceiling Fan
- Full Bathroom: New Pedestal Sink / Crown Molding / Linen Closet / Tile Floor
- Freshly Painted Inside & Outside / Common Enclosed Porch Leading to Private Entryway / First Floor Foyer with Maple Floor / Second Floor Landing with Pine Floor
- Private Balcony Overlooking Fenced-In Level Yard with Mature Trees
- 2 Car Off Street Parking / Quiet Tree Lined Street
- Updated Electrical / New Hot Water Heater / Vinyl Harvey Windows / Solid Panel Doors
- Interior Access to Large Basement / Large Private Storage Area / Washer & Dryer Hook Up
- Easy Access to Route 95, the Commuter Rail & Bus, Boston and 3 Major Airports.

**EXCLUSIVE BROKER: MARK R. DICKINSON**

RE/MAX On the River  
50 Water Street  
Newburyport, MA 01950  
Telephone: (978)499-8808

**CONDOMINIUM  
SELLER'S STATEMENT OF PROPERTY CONDITION**

**Property Address: 17 Payson Street, Unit 2, Newburyport, MA 01950**

**NOTICE TO BUYERS AND SELLERS – PLEASE READ**

- 1. The information contained in this statement has been completed by the Seller to the best of his/her/their/its personal knowledge, information and belief. The Seller understands that a copy of this statement will be furnished to any prospective Buyer of the property. The Broker/Realtor has not prepared or provided any of the information contained herein.**
- 2. All information in this statement is subject to verification by the Buyer. The Broker/Realtor is not responsible for the accuracy of any of such information.**
- 3. Neither Seller nor Broker/Realtor has made any representations, warranty or guarantee as to the condition of the property or the information contained herein.**
- 4. Buyer has been advised to obtain independent counsel and/or professional advisors to verify the condition of the property and investigate all matters related to the property, including, without limitation, the information contained in the statement.**
- 5. Neither Seller nor Broker/Realtor is an expert on any of the matters described in this statement nor have they made any independent investigation of said matters.**
- 6. IF APPLICABLE (estates and bank OREO): Seller has never occupied the property and has acquired the property either through foreclosure, by deed in lieu of foreclosure, or as a result of the death of the former Owner(s) of the property. Seller has had the property inspected. A copy of said inspection report is available for review by Buyer but only with the understanding and agreement that: neither Seller nor Broker/Realtor is responsible for the accuracy of the information contained in said report; that neither Seller nor Broker/Realtor is making any representation or warranty about the information contained in said report; and that Buyer will not rely on the information contained in said report in deciding whether to purchase the premises.**

Buyers Initials:

Sellers Initials: *RG*

Property Owner's Name: RICHARD GAIBRO

Age of Structure: UNKNOWN Years Owned: 28

Years occupied by the Owner: 0

Number of current residents: 0 If vacant, date of last occupancy:     /     /    

Year-Round? YES Seasonal Living? NO

Number of bedrooms: 2

Type of Deed \_\_\_\_\_ Copy attached?  Yes  No

If Registered Land, location of original Certificate of Title: \_\_\_\_\_

Did Seller obtain a title insurance policy when he/she/they purchased the premises?  
 Yes  No

**IF SO, PLEASE ATTACH A COPY OF THE PLAN.**

# of Parcels: \_\_\_\_\_ Lot Size: \_\_\_\_\_ sq.ft. Plot Plan attached?  Yes  No

If the deed refers to a recorded plan, do you have a copy?  Yes  No  N.A.

**IF SO, PLEASE ATTACH A COPY OF THE PLAN.**

Has Seller/Owner conveyed any portion of the property originally deeded to him/her/they?  
 Yes  No

**HAVE YOU EVER OR ARE YOU CURRENTLY EXPERIENCING ANY PROBLEMS WITH THE FOLLOWING?**

**IF YES, DESCRIBE. (For additional space use the Additional Comments Sections)**

1. **BASEMENT:** Any  water  seepage  cracks  dampness  leaks  damage  etc.?  
If yes, explain \_\_\_\_\_

2. **SUMP PUMP:**  Yes  No  Permanent?  Portable?  Currently operational?  Yes  No  
Source of Power? \_\_\_\_\_ Where located? \_\_\_\_\_

3. **ROOFING:** Age of Shingles: 6 YR.  Leaks  seepage  dampness  
 or other water problems?

Explain: \_\_\_\_\_

Was part of roofing replaced?  Yes  No  Unknown  N.A.

Which part? \_\_\_\_\_ When? \_\_\_\_\_

Was *entire* roofing replaced?  Yes  No  Unknown  N.A.

When? \_\_\_\_\_

4. **FIREPLACE:** How many? 0 Working? \_\_\_\_\_

Location: \_\_\_\_\_

Non-working? \_\_\_\_\_ Location: \_\_\_\_\_

Date last cleaned: \_\_\_/\_\_\_/\_\_\_ Date last inspected: \_\_\_/\_\_\_/\_\_\_

5. **CHIMNEY:** How many? 2 Working? 1

Location: CENTER IN WALL

Non-working? \_\_\_\_\_ Location: KITCHEN

Date last cleaned: \_\_\_/\_\_\_/\_\_\_ Date last inspected: \_\_\_/\_\_\_/\_\_\_

6. **WOOD/COAL BURNING STOVE:** How many? 0 Working? \_\_\_\_\_

Location: \_\_\_\_\_

Date last cleaned: \_\_\_/\_\_\_/\_\_\_ Date last inspected: \_\_\_/\_\_\_/\_\_\_ When installed? \_\_\_/\_\_\_/\_\_\_

Permit received?  Yes  No  Unknown  N.A.

**IF YES, ATTACH COPY**

7. **ANY FIRE OR SMOKE DAMAGE?**  Yes  No  Unknown  N.A.

If yes, describe: \_\_\_\_\_

Buyers Initials:

Sellers Initials: RG

8. ANY EXTERIOR OR INTERIOR STRUCTURAL PROBLEMS?  
(for example, floors, ceilings, walls, windows)  Yes  No  Unknown  N.A.  
If yes, describe: \_\_\_\_\_
9. ANY DAMPNES ANYWHERE?  Yes  No  Unknown  N.A.  
If yes, describe: \_\_\_\_\_
10. ANY VENTILATION PROBLEMS?  Yes  No  Unknown  N.A.  
If yes, describe: \_\_\_\_\_
11. INSULATION?  Yes  No  Unknown  N.A.  
If yes, describe: FIBERGLASS BATS  
Walls type: SAME Ceiling type: SAME  
When installed:      /      /      By whom?      When?      /      /       
Room Location: \_\_\_\_\_  
Is there now, or has there ever been Urea Formaldehyde Foam-in-place Insulation (UFFI) UNKNOWN  
Installed?  Yes  No If yes, when?      /      /      By whom?       
Removed?  Yes  No By whom?      When?      /      /      Has air test  
for UFFI been done?  Yes  No  Unknown  N.A.  
Is there a report available?  Yes  No  Unknown  N.A.
12. TERMITE OR OTHER INSECT INFESTATION? NO  
If yes, identify \_\_\_\_\_  
Type of treatment: \_\_\_\_\_  
By whom: \_\_\_\_\_ When?      /      /       
Treatment contract in effect?  Yes  No  Unknown  N.A.  
When does treatment contract expire?      /      /       
Is treatment contract transferable?  Yes  No  Unknown  N.A.
13. LEAD PAINT:  
Was the house built prior to 1978?  Yes  No  Unknown  N.A.  
Have you ever had a lead paint inspection conducted?  
 Yes  No  Unknown  N.A.  
If yes, by whom? \_\_\_\_\_ When?      /      /       
Copy of report available?  Yes  No  Unknown  N.A.  
Are you aware of the existence of any lead paint anywhere inside or outside?  
 Yes  No  Unknown  N.A.  
If yes, location: \_\_\_\_\_
14. RADON:  
Has the property been tested for radon?  Yes  No  Unknown  N.A.  
If yes, date:      /      /      Copy of report available?  Yes  No  Unknown  N.A.
15. ASBESTOS AND HAZARDOUS WASTE:  
Is asbestos and/or asbestos containing insulation or materials present in exterior shingles, floor  
tiles, ceiling tiles, walls, cement, plaster products or otherwise present on the pipes or property?  
 Yes  No  Unknown  N.A.  
If yes, describe: \_\_\_\_\_  
Are you aware of any hazardous waste on this property?  Yes  No  Unknown  N.A.  
Are you aware of any hazardous waste site within one mile or near this property?  
 Yes  No  Unknown  N.A.  
If yes to either question, explain: \_\_\_\_\_

Buyers Initials:

Sellers Initials: RG

If you indicated a history of any repairs, improvements, or problems with any of the following by checking yes, then please give dates of problems, or repairs and explain.

16. **ELECTRICAL SERVICE:** Service: Voltage \_\_\_\_\_  Circuit breakers  Fuses  
Type of wiring:  Copper  Aluminum  Knob and Tube  
Any electrical permits or approvals by City/Town conducted during ownership?  
 Yes  No  Unknown  N.A.  
 Yes  No  Unknown  N.A.  
Improvements and Repairs?  
If yes, explain: NEW ELECTRICAL - SERVICE, BOX WIRING
17. **HEATING SYSTEM:** Type of fuel: GAS If oil, size of tank: \_\_\_\_\_ gals.  
Estimated annual fuel consumption costs? \$ UNKNOWN / year  
Includes domestic hot water fuel usage?  Yes  No  
Oven/stove usage?  Yes  No  
 Underground  In Basement  Other  
Improvements and repairs?  Yes  No  Unknown  N.A.  
If yes, explain: REPLACE HOT AIR FURNACE  
Age of heating system: 2 YRS  
Heating Company's name: SIMMONS  
Heating Contractor's name: \_\_\_\_\_  
Any service contract in effect now?  Yes  No  Unknown  N.A.  
Is copy available?  Yes  No  Unknown  N.A.  
Any unheated finished rooms?  Yes  No  Unknown  N.A.  
Location: \_\_\_\_\_  
Any supplemental heating?  Yes  No  Unknown  N.A.  
If yes, what kind? \_\_\_\_\_  
Any change in type of fuel used during ownership?  Yes  No  Unknown  N.A.  
Has heating system been converted from oil to:  
 Gas  Wood/Coal  Electric  Other  
If yes, has oil tank been removed or capped?  Yes  No  Unknown  N.A.  
Is there an **underground oil storage tank** present on the property?  
 Yes  No  Unknown  N.A.  
If yes, give location: \_\_\_\_\_  
Has it been tested for leaks and/or ground contamination?  Yes  No  Unknown  N.A.  
If yes, by whom: \_\_\_\_\_ When? \_\_\_\_/\_\_\_\_/\_\_\_\_  
If not in use, has the Fire Department been notified?  Yes  No  Unknown  N.A.  
To Seller's knowledge, has any underground tank ever existed on the property?  
 Yes  No  Unknown  N.A.  
What kind? \_\_\_\_\_
18. **AIR CONDITIONING SYSTEM:** Type: NO  Central  Window  Other  
Improvements and Repairs or Problems?  Yes  No  Unknown  N.A.  
If yes, explain: \_\_\_\_\_
19. **PLUMBING SYSTEM:**  Plumbing leaks  Freezing  Seepage  Back-up  
Improvements and Repairs?  Yes  No  Unknown  N.A.  
If yes, explain: REPLACE ALL WATER & SEWER LINES  
Any plumbing permits or approvals obtained from City/Town during ownership?  
 Yes  No  Unknown  N.A.  
Bathroom ventilation problems?  Yes  No  Unknown  N.A.  
If yes, explain: \_\_\_\_\_
20. **SEWAGE SYSTEM:** If there is a private sewer system on the premises, the buyer should consult a qualified professional regarding its condition and compliance with applicable laws.  
Type:  Private  Public  Both  Unknown

Buyers Initials:

Sellers Initials: RG

If private, type of system:  Septic  Cesspool Size of tank \_\_\_\_\_  
 Location of system \_\_\_\_\_  
 When installed \_\_\_/\_\_\_/\_\_\_ When last pumped? \_\_\_/\_\_\_/\_\_\_  
 Improvements, repairs or problems?  Yes  No  Unknown  N.A.  
 If yes, explain: \_\_\_\_\_

If septic system or cesspool, was the system pumped 4 times or more in the last year?  
 Yes  No  Unknown  
 Garbage grinder?  Yes  No  
 Is the laundry connected to the septic system or cesspool?  
 Yes  No  Unknown  N.A.  
 Is the septic system or cesspool shared with any other property owner?  
 Yes  No  Unknown  N.A.

Has the septic system or cesspool been upgraded during your ownership?  Yes  No  
 If yes, was a Certificate of Compliance obtained from the Board of Health?  Yes  No  
 Any current or outstanding water or sewage betterments existing, in process or planned?  
 Yes  No  Unknown  N.A.  
 If yes, give dollar amount and specify \$ \_\_\_\_\_

21. **WATER SYSTEM: Improvements and Repairs?**  Yes  No  Unknown  N.A.  
 If yes, explain: \_\_\_\_\_

22. **DRINKING WATER SOURCE:**  
 Private  Public If private:  Dug well  Shallow  Artesian  Drilled well  
 Location: \_\_\_\_\_ Tested quality \_\_\_\_\_ quantity \_\_\_\_\_  
 Date last tested: \_\_\_/\_\_\_/\_\_\_  
 Is inspection certificate available?  Yes  No  Unknown  N.A.  
**IF YES, ATTACH COPY.**  
 Has a back flow device been installed (MA. CMR222)?  Yes  No  Unknown  N.A.  
 Improvements, repairs or problems currently experienced,  
 Known or believed by Seller to exist?  Yes  No  Unknown  N.A.  
 If yes, explain: \_\_\_\_\_

23. **DOMESTIC HOT WATER:**  
 Type:  Gas  Electric  Oil Capacity of tank \_\_\_\_\_ Age, if known \_\_\_\_\_  
 Free standing  Off furnace  Tankless  
 Owned  Rented  
 If rented, what are the monthly costs \$ \_\_\_\_\_  
 Improvements and/or Repairs  Yes  No  Unknown  N.A.  
 If yes, explain: NEW WATER HEATER

24. **APPLIANCES:**  
 Which appliances stay with the house?(Refer to Inclusion / Exclusion Sheet) \_\_\_\_\_  
STOVE, REFRIGERATOR  
 Any Problems?  Yes  No  Unknown  N.A.  
 Which appliances do not stay with the house? (Refer to Inclusion / Exclusion Sheet) \_\_\_\_\_

25. **TAXES:** \$ \_\_\_\_\_ for fiscal year ending \_\_\_\_\_. Tax rate \$ \_\_\_\_\_ Assessed Value \$ \_\_\_\_\_  
 Any re-evaluation of taxes in process or expected?  Yes  No  Unknown  N.A.  
 If yes, when \_\_\_/\_\_\_/\_\_\_ Any abatements granted?  Yes  No  Unknown  N.A.  
 If so when? \_\_\_/\_\_\_/\_\_\_ How much? \$ \_\_\_\_\_

Buyers Initials:

Sellers Initials: RG

26. **EASEMENTS:** Any recorded or unrecorded easements, restrictions, covenants, encroachments, agreements, or rights of way on or affecting the property?  
 Yes  No  Unknown  N.A.

If yes, please explain \_\_\_\_\_

27. **BETTERMENTS.**  
Are street, sidewalk, water or sewerage betterments in process or planned?  
 Yes  No  Unknown  N.A.

Any street, sidewalk, water, or sewage betterment charges outstanding?  
 Yes  No  Unknown  N.A.

Amount \$ \_\_\_\_\_ (Seller must payoff prior to closing)

28. **BANKRUPTCY:**  
Are you involved in any current litigation/bankruptcy which may involve your right to full and complete enjoyment, use or the right to convey, free and clear of liens or claims of others?  
 Yes  No  Unknown  N.A.

If yes, please explain \_\_\_\_\_

29. **AGREEMENTS:** List all oral or written agreements or contracts affecting the property that would bind Buyer or the property.  
NONE

30. **ROADS AND SIDEWALKS ABUTTING PROPERTY:**  Public  Private  Paper  
Explain: \_\_\_\_\_

Town/City approved roads? Sidewalks?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

Town/City plowed roads?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

31. **TRASH PICK-UP:**  Private  Public Fee \$ \_\_\_\_\_

32. **FENCES:**  
Are fences surrounding the property owned by you?  Yes  No  Unknown  N.A.

If no, explain: \_\_\_\_\_

Are fences within property boundaries?  Yes  No  Unknown  N.A.

If no, explain: \_\_\_\_\_

34. **BOUNDARY, POSSESSION, OR OTHER DISPUTES**  
Are there any pending or threatened legal proceedings against or involving the property or your right to ownership, use or possession of any part of the property?  
 Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

Buyers Initials:

Sellers Initials: RL

Has anyone suggested or asserted or have the right to assert, any claim against the ownership, use or possession of any part of the property?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

Are all structures, shrubs, driveways within the boundaries of the property as described in the deed?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

**35. ZONING:**

Is the current use a permitted use under the current zoning regulations?  Yes  No  Unknown  N.A.

Classification? \_\_\_\_\_ If no, explain: \_\_\_\_\_

Is the current use non-conforming in any way?  Yes  No  Unknown  N.A.

Does the structure meet the current setback and sideline requirements?  Yes  No  Unknown  N.A.

If no, did it conform with the setback requirements with built?  Yes  No  Unknown  N.A.

Have you applied for, been granted or denied any permit or variance on this property?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

Have you ever received any notices of zoning violations?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

**36. BUILDING PERMITS:**

Has there been an improvement or repair to the property during the current ownership exceeding \$1,000 in cost?  Yes  No  Unknown  N.A.

If so, list: RENOVATED INTERIOR - BUILDING, ELECTRICAL, PLUMBING

Were permits obtained?  Yes  No  Unknown  N.A.

Are you aware of any building code or sanitary code violations?  Yes  No  Unknown  N.A.

If yes, explain: \_\_\_\_\_

**37. SOIL REPORTS:**

Are percolation, hazardous waste, ect. reports available for inspection by the Buyer?  Yes  No  Unknown  N.A.

**IF SO, ATTACH APPLICATION COPIES and list type of report and date here:**

\_\_\_\_\_

Buyers Initials:

Sellers Initials: RG

**38. FLOOD PLAIN:**

Is the property or any part of the property within a Flood Plain?

Yes  No  Unknown  N.A.

Are you required to carry Flood Plain Insurance?

Yes  No  Unknown  N.A.

**39. STANDING WATER:**

Is there any standing water on the property?

Yes  No  Unknown  N.A.

**40. WETLANDS:**

Is the property or any part of the property within Wetlands?  Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

Is the property subject to a Conservation Commission Order of Conditions?

Yes  No  Unknown  N.A.

**IF SO, ATTACH COPY:**

**41. POOLS & EQUIPMENT:** Type of swimming pool NONE

Have you ever experienced any problems?  Yes  No  Unknown  N.A.

If yes, explain: \_\_\_\_\_

Maintenance history: \_\_\_\_\_

Was permit obtained for the pool?  Yes  No  Unknown  N.A.

**42. SMOKE DETECTOR:**  Yes  No  Portable  Hard-wired

**NOTE:** Seller is required to provide a certificate prior to closing.

**43. RENTAL INFORMATION:**

a. Is the property subject to rent control, regulation or review?

Yes  No  Unknown  N.A.

b. If no, reason:  Exempt  Decontrolled  Other

c. If yes, list maximum rents \_\_\_\_\_

d. Are there written leases in effect?  Yes  No  Unknown  N.A.

e. If rented, lease periods/tenancy at will \_\_\_\_\_

Rents \$ \_\_\_\_\_ /Month \_\_\_\_\_

**ATTACH ANY LEASES, RENTAL AGREEMENTS, TENANT CORRESPONDENCE, STATEMENTS OF CONDITION, ECT.**

f. If rented, owner is holding:

i. last month's rent: Amount \$ \_\_\_\_\_

ii. security deposit in escrow: Amount \$ \_\_\_\_\_

g. If rented, has interest been paid on last month's rent/security deposit?

Date \_\_\_/\_\_\_/\_\_\_ Amount \_\_\_\_\_

Buyers Initials:

Sellers Initials: RLG

**44. OTHER MATERIAL INFORMATION:**

Is Seller aware of any other information concerning any part of the property, which might affect the decision of a Buyer to buy or affect the value of the property or its use by a Buyer?

Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

Are you aware of any town plans that would affect the property?

Yes  No  Unknown  N.A.

Explain: \_\_\_\_\_

**45. ADDITIONAL COMMENTS SECTION (If additional space is needed, attach sheet)**

Buyers Initials:

Sellers Initials: **RG**

**The following clauses are provided for descriptive purposes only. For detailed information, consult the Massachusetts Department of Public Health, the Massachusetts Department of Environment Protection, or other appropriate agency, or your attorney.**

- A. Flood Hazard Insurance Disclosure Clause.** The lender may require Flood Hazard Insurance as a condition of the mortgage loan, if the lender determines that the premises is in a flood hazard zone.
- B. Chlordane Disclosure Clause.** Pesticide products containing chlordane were banned in Massachusetts on June 11, 1985, following a determination by the Department of Food and Agriculture that the use of chlordane may cause unreasonable adverse effects on the environment including a risk of cancer. Although existing data does not conclusively prove that significant health effects have occurred as a direct result of chlordane use, the long-term potential health risks are such that it is prudent public health policy, according to the Department, to eliminate the further introduction of chlordane into the environment.
- C. Urea-Formaldehyde Foam Insulation Disclosure Clause.** The Buyer acknowledges that s/he/they has/have been advised that Urea Formaldehyde Foam Insulation (UFFI) has been declared by the Massachusetts Department of Public Health (DPH) to be a banned hazardous substance and that new installation is prohibited. Where UFFI was previously installed, the Seller is required to advise the Buyer (1) where such UFFI is located and, if known, when it was installed; (2) a copy of test results concerning the air level of formaldehyde; and (3) a copy of information from the DPH concerning UFFI and formaldehyde levels. Under certain circumstances the cost of removal may be reimbursed. Exposure to hazardous levels of formaldehyde may cause personal injuries, including headaches, nausea or cancer. The Buyer acknowledges that s/he/they has/have been advised to consult the DPH or her/his/their attorney for further information.
- D. Asbestos Disclosure Clause.** The United States Consumer Product Safety Commission has maintained that asbestos materials are hazardous if they release separate fibers, which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers, and furnaces. It may also present in certain types of floor and ceiling materials, shingles, plaster products, cements and other building materials. The Buyer may have the property professionally inspected for the presence of asbestos and if repair or removal of asbestos is desired, proper safety guidelines must be observed.
- E. Lead Paint Disclosure Clause.** Whenever a child under six years of age resides in any residential premises in which any paint, plaster, or other accessible material contains dangerous levels of lead, the owner is required by law, to remove said paint, plaster or cover with appropriate materials so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership, and, as a result, a child under six years of age will become a resident, the new owner is required by law to remove said paint, plaster or cover with appropriate materials so as to make it inaccessible to such child.
- F. Hazardous Material Disclosure Clause.** In certain circumstances Massachusetts law can hold an owner of real estate liable to pay for the cost of removing hazardous or toxic material from real estate and for damages resulting from the release of such materials, according to the Massachusetts Oil and Hazardous Material Release and Response Act, General Laws, Chapter 21E. The Buyer acknowledges that s/he/they may have the property professionally inspected for the presence of, or the substantial likelihood of release of oil or hazardous material and such proof of inspection may be required as a prerequisite for financing the property.

Buyers Initials:

Sellers Initials: *RG*

**G. Radon Disclosure Clause.** Radon is an odorless, colorless, tasteless gas produced naturally in the ground by normal decay of uranium and radium. Radon can lead to the development of radioactive particles which can be inhaled. Studies indicate the result of extended exposure to high levels of radon may increase the risk of developing lung cancer.

**H. Agency Disclosure.** ALL BROKERS/SALESPERSON REPRESENT THE SELLER, NOT THE BUYER, IN THE MARKETING, NEGOTIATING AND SALE OF THE PROPERTY, UNLESS OTHERWISE DISCLOSED. HOWEVER, THE BROKER/SALESPERSON HAS AN ETHICAL AND LEGAL OBLIGATION TO SHOW HONESTY AND FAIRNESS TO THE BUYER IN ALL TRANSACTIONS.

**Seller acknowledges that: the information contained in this statement is accurate, true and complete to the best of Seller's knowledge, information and belief; s/he/it has provided all the information contained in this Seller's Statement on Property Condition; and that the broker/realtor has not prepared this statement, not provided any information regarding the Property which appears on this Statement. Seller hereby indemnifies, holds harmless and releases all brokers/realtors involved in the sale of which the property from all liabilities, claims, loss, cost or damage in connection with the information contained in this Statement. I/we hereby authorize the listing broker to provide copies of this statement to other real estate brokers and agents and prospective buyers of the property.**

Seller's Signature *Richard Garcia* Date: 11/26/08

Seller's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer acknowledges that s/he/they: has/have received a copy of this Seller's Statement on Property Condition, the listing sheet, the lead paint property information certificate and the agency disclosure; has/have read, understood and agree with the information contained in the NOTICE TO BUYERS AND SELLER on the first page of this Statement; will arrange to have the property inspected and investigated by counsel, consultants and experts of his/her/their own choosing upon whose expertise s/he/they will rely; UNDERSTAND AND AGREE THAT THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", WITHOUT WARRANTY OR REPRESENTATION OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, WITHOUT LIMITATIONS, WITH RESPECT TO STRUCTURAL SOUNDNESS, SOIL CONDITIONS, COMPLIANCE WITH LAWS, SYSTEMS' FITNESS, SEPTIC SYSTEM OR CESSPOOL CONDITION, CAPACITY OR SUITABILITY, BUILDABILITY, INCOME, EXPENSES OR ANY MATTER DISCLOSED HEREIN); and hereby release(s) all brokers/realtors involved in the sale of the property from all liability, claims, loss, cost or damage in connection with the information contained in this Statement.

Buyer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyers Initials:

Sellers Initials: *RG*

# PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

## Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## Seller's Disclosure

- (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)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) \_\_\_\_\_ 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 (circle documents below).  
Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
- (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) \_\_\_\_\_ Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) \_\_\_\_\_ Purchaser or lessee purchaser has received no documents.
- (e) \_\_\_\_\_ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) \_\_\_\_\_ Purchaser or lessee purchaser has (check (i) or (ii) below):
- (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (initial)

- (g)  Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) \_\_\_\_\_ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law — either through full deleading or interim control — if it was built before 1978 and a child under six years old resides or will reside in the property.

## 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.

<u>[Signature]</u> Seller	<u>12/1/08</u> Date	_____ Seller	_____ Date
<u>[Signature]</u> Purchaser	<u>12/1/08</u> Date	_____ Purchaser	_____ Date
<u>[Signature]</u> Agent	<u>12/1/08</u> Date	_____ Agent	_____ Date

Address of Property / Unit 17 Payson St, Unit 2, Newburyport, MA

## *Home Inspectors*

### **FACTS FOR CONSUMERS**

Commonwealth of Massachusetts Office of Consumer Affairs Division of Professional Licensure  
*Mitt Romney, Governor*

Board of Registration of Home Inspectors  
[www.state.ma.us/reg/boards/hi](http://www.state.ma.us/reg/boards/hi)

Board of Registration of Home Inspectors is charged with evaluating the qualifications of applicants and granting licensure to those who qualify. It establishes rules and regulations to ensure the integrity and competence of licenses. The Board protects the public health and welfare through regulation of the profession in accordance with the state statutes and board regulations.

The Board is responsible for insuring that licensed home inspectors have proper training and experience through an education program and meet minimum inspection requirements in each inspection performed. Applicants are required to pass a board approved examination prior to licensure and fulfill continuing education requirements for license renewal.

The Board publishes a Standards of Practice and Code of Ethics for home inspectors.

### **About Home Inspections**

A standard home inspection is a visual examination of the physical structure and major interior systems of a residential building consisting of one to four dwelling units. An inspection can be likened to a physical exam by a physician; however, it should be clearly understood that a home inspection is not to be confused with an appraisal, a building code inspection, a guarantee of any kind, and/or and insurance policy on the condition of the property.

During in inspection, the inspector will review the readily accessible exposed portions of the structure of the home, including the roof, the attic, walls, ceilings, floors, windows, doors, basement, and foundation as well as the heating/air-conditioning systems, interior plumbing and electrical systems for potential problems.

Home inspections are not intended to point out every small problem or any invisible or latent defect in a home. Most minor or cosmetic flaws, for example, should be apparent to the buyer without the aid of a professional.

### **Timing of the Home Inspection**

A home inspector is typically hired by a potential homebuyer right after the offer to purchase contract is signed, prior to executing the final purchase and sale agreement. However, before the potential buyer signs the offer to purchase contract, he/she should be sure that there is an inspection clause in the contract making the purchase obligation contingent upon the findings of a professional home inspection. This clause should specify the terms to which both the buyer and seller are obligated.

A current homeowner may also want to get a home inspection to identify any problems, especially if the owner plans to sell the home in the near future.

### **Selecting a Home Inspector**

Good referral sources for home inspection services are friends, neighbors, or business acquaintances who have been satisfied with a home inspector. In addition, lawyers and mortgage brokers may also recommend a home inspector. The names of local inspectors can be found by searching the Division of Professional Licensure website or in the Yellow Pages where many advertised under "Building Inspection Service" or "Home Inspection Service."

Real estate brokers and salesmen may not directly recommend a specific home inspection company or home inspector unless representing the buyer as a buyer's broker. Brokers, however, may provide assistance to buyers in accessing information on licensed home inspectors.

---

Received by

Date