

## REAL ESTATE QUESTIONNAIRE

### SELLER INFORMATION

Full Name - First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Day-time Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Full Name - First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Day-time Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Current Address \_\_\_\_\_

Address after Closing \_\_\_\_\_

Attorney \_\_\_\_\_ Phone \_\_\_\_\_

Real Estate Agent \_\_\_\_\_ Phone \_\_\_\_\_

1<sup>st</sup> Mortgage with \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_

2<sup>nd</sup> Mortgage with \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_

Legal Status: ( ) Married ( ) Single ( ) Divorced ( ) Widow(er) ( ) Trust ( ) Executor ( ) Corp/LLC

### BUYER INFORMATION

Full Name - First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Day-time Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Full Name - First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Day-time Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Current Address \_\_\_\_\_

Address after Closing \_\_\_\_\_

Attorney \_\_\_\_\_ Phone \_\_\_\_\_

Real Estate Agent \_\_\_\_\_ Phone \_\_\_\_\_

Taking Title as: ( ) Tenants by Entirety ( ) Joint Tenants ( ) Tenants in Common ( ) Solely

Lender's Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Lender's Address \_\_\_\_\_ Phone \_\_\_\_\_

Lender's E-mail \_\_\_\_\_

Termite Inspector \_\_\_\_\_ Cost \_\_\_\_\_

**PROPERTY**

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

P.I.N. \_\_\_\_\_ Lot Size \_\_\_\_\_

Is this: ( ) Single Family Residence ( ) New ( ) Used ( ) Condo ( ) Vacant Lot

\*If Used, Parties need to sign "Residential Real Property Disclosure Report" attached to Contract.

\*Was property built prior to 1978? ( ) Yes ( ) No. If so, Parties need to sign "Lead-Based Paint Disclosure" attached to Contract.

If Condo: Unit Number \_\_\_\_\_ Parking Space \_\_\_\_\_ Storage Unit \_\_\_\_\_  
Condo Fees per month \_\_\_\_\_

If Vacant Lot: County \_\_\_\_\_  
Soil Test (Buyer's expense) ( ) Yes ( ) No Within \_\_\_\_\_ days  
Survey? ( ) Yes ( ) No. At ( ) Buyer's ( ) Seller's expense?  
Re-Zoning? ( ) Yes ( ) No. At ( ) Buyer's ( ) Seller's expense?  
Intended Use? \_\_\_\_\_

Present Zoning Classification \_\_\_\_\_

**\*\*\* PLEASE ATTACH PRIOR POLICY INCLUDING LEGAL DESCRIPTION \*\*\***

**CONTRACT INFORMATION**

Sale Price \$ \_\_\_\_\_ Mortgage Amt. \$ \_\_\_\_\_

Earnest Money \$ \_\_\_\_\_ Who has earnest money? \_\_\_\_\_

Proposed Closing Date: \_\_\_\_\_ (NOTE: You need to call to schedule the Closing Time.)

Possession at closing: ( ) Yes ( ) No If no, when? \_\_\_\_\_

What personal property stays with the property? \_\_\_\_\_

What personal property will be removed from property? \_\_\_\_\_

Do you want to take ( ) "AS IS" or ( ) "Limited Warranties" on plumbing, heating, etc.? What specific warranties are to be made? \_\_\_\_\_

DO YOU WANT THE CONTRACT SUBJECT TO:

1. **Appraisal.** (Note: This is at the Buyer's expense) ( ) Yes ( ) No.

2. **Financing.** ( ) Cash ( ) Conventional ( ) FHA ( ) VA ( ) Assumption

Will premises be ( ) Owner ( ) Non-Owner occupied?

What percent of purchase price will be financed? \_\_\_\_\_%

( ) Fixed or ( ) Variable Rate Loan Interest rate not greater than \_\_\_\_\_%

How many years amortized? \_\_\_\_\_ Maximum points? \_\_\_\_\_

Seller agrees to pay up to \$ \_\_\_\_\_ for Buyer's closing costs and prepaids.

( ) Contract for Deed: Term \_\_\_\_\_ years; downpayment \$ \_\_\_\_\_; Monthly payment (Principal & Interest) \$ \_\_\_\_\_; Buyer pay 1/12 Taxes Y/N; Buyer pay 1/12 Insurance Y/N; Interest Rate \_\_\_\_\_%; 1<sup>st</sup> payment due date \_\_\_\_\_; Other \_\_\_\_\_

3. **Subject to Buyer's Sale** ( ) Yes ( ) No. Address of Buyer's sale: \_\_\_\_\_.

**or Subject to Closing on Buyer's sale** ( ) Yes ( ) No. If yes, attach copy of Contract for Buyer's sale.

**or Subject to Seller's purchase** ( ) Yes ( ) No. Address of Seller's purchase: \_\_\_\_\_.

**or Subject to Closing on Seller's purchase** ( ) Yes ( ) No. If yes, attach copy of Contract for Seller's purchase.

4. **Repair.** (Note: At Seller's expense) ( ) Yes ( ) No. If yes, describe the repairs to be made: \_\_\_\_\_

5. **Buyer Inspection.** (Note: At Buyer's expense) ( ) Yes ( ) No.

6. **New Construction.** ( ) Yes ( ) No.

7. **Survey or Mortgage Inspection Plat.** ( ) Yes ( ) No.

If yes, at ( ) Buyer's or ( ) Seller's expense?

8. **Condominium.** ( ) Yes ( ) No.

9. **Well or Septic Inspection.** ( ) Yes ( ) No.

10. **Radon Inspection.** ( ) Yes ( ) No.

11. **Mold Inspection.** ( ) Yes ( ) No.

**RESIDENTIAL REAL PROPERTY DISCLOSURE ACT**  
**ARTICLE 2: DISCLOSURES** (effective Jan. 2015)  
**765 ILCS 77/5 et seq.**

Section 5. As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However “seller” shall not include any person who has both (a) never occupied the residential real property and (b) never had the management responsibility for the residential real property nor delegated such responsibilities for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of this Act do not apply to the following:

(1) Transfer pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any government entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made on the form attached hereto.

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the prospective buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- (1) Personal or facsimile delivery to the prospective buyer;
- (2) Depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or
- (3) Depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

## RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH THE INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER. THEREFORE, SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: \_\_\_\_\_  
City, State & Zip Code: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of \_\_\_\_\_, 20\_\_\_\_, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

YES NO N/A

- |     |             |  |
|-----|-------------|--|
| 01. | ___ ___ ___ | Seller has occupied the property within the last 12 months. (No explanation is needed)   |
| 02. | ___ ___ ___ | I am aware of flooding or recurring leakage problems in the crawlspace or basement.  |
| 03. | ___ ___ ___ | I am aware that the property is located in a flood plain or that I currently have flood insurance on the property.   |
| 04. | ___ ___ ___ | I am aware of material defects in the basement or foundation (including cracks and bulges).  |
| 05. | ___ ___ ___ | I am aware of leaks or material defects in the roof, ceiling or chimney.   |
| 06. | ___ ___ ___ | I am aware of material defects in the walls, windows, doors or floors.   |
| 07. | ___ ___ ___ | I am aware of material defects in the electrical system.   |
| 08. | ___ ___ ___ | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system and swimming pool). |
| 09. | ___ ___ ___ | I am aware of material defects in the well or well equipment.  |
| 10. | ___ ___ ___ | I am aware of unsafe conditions in drinking water.   |
| 11. | ___ ___ ___ | I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| 12. | ___ ___ ___ | I am aware of material defects in the fireplace or woodburning stove.  |

13. \_\_\_ \_\_\_ \_\_\_ I am aware of material defects in the septic, sanitary sewer, or other disposal systems.
14. \_\_\_ \_\_\_ \_\_\_ I am aware of unsafe concentrations of radon in the premises.
15. \_\_\_ \_\_\_ \_\_\_ I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16. \_\_\_ \_\_\_ \_\_\_ I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17. \_\_\_ \_\_\_ \_\_\_ I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earthly stability defects on the premises.
18. \_\_\_ \_\_\_ \_\_\_ I am aware of current infestations of termites or other wood boring insects.
19. \_\_\_ \_\_\_ \_\_\_ I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. \_\_\_ \_\_\_ \_\_\_ I am aware of underground fuel storage tanks on the property.
21. \_\_\_ \_\_\_ \_\_\_ I am aware of boundary or lot line disputes.
22. \_\_\_ \_\_\_ \_\_\_ I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23. \_\_\_ \_\_\_ \_\_\_ I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that the seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Prospective buyer is aware that the parties may choose to negotiate an agreement for the sale of the property subject to any or all material defects disclosed in this report ("as is"). This disclosure is not a substitute for any inspections or warranties that the prospective buyer or seller may wish to obtain or negotiate. The fact that the seller is not aware of a particular condition or problem is no guarantee that it does not exist. Prospective buyer is aware that he may request an inspection of the premises performed by a qualified professional.

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## RADON DISCLOSURE

### Radon Warning Statement

*Every Buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The Seller of any interest in residential real property is required to provide the Buyer with any information on radon test results of the dwelling showing elevated levels of radon in the Seller's possession.*

*The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentration can easily be reduced by a qualified, licensed radon mitigator.*

### Seller's Disclosure (initial each of the following which applies)

- \_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)
- \_\_\_\_\_ (b) Seller has provided the Buyer with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- \_\_\_\_\_ (c) Seller has no knowledge of elevated radon concentration in the dwelling.
- \_\_\_\_\_ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

### Buyer's Acknowledgment (initial each of the following which applies)

- \_\_\_\_\_ (e) Buyer has received copies of all information listed above.
- \_\_\_\_\_ (f) Buyer has received the IEMA approved Radon Disclosure Pamphlet.

### Agent's Acknowledgment (initial if applicable)

- \_\_\_\_\_ (g) Agent has informed the Seller of the Seller's obligation under Illinois law.

### Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_





## Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

### Recommendations for

#### Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

### Test Options for

#### Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

## What to Look for in Short-Term Real Estate Testing Options

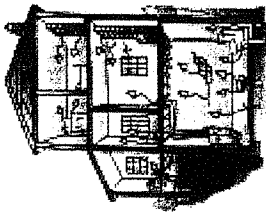
Option	Detector Location	What to do Next
<b>Simultaneous</b> Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
<b>Continuous Monitor Test</b> One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions.

Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

### When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result



of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



### If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.

### IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing.

[www.radon.illinois.gov](http://www.radon.illinois.gov)

*Interference with successful completion of a radon measurement is illegal in Illinois.*

Rev. 13 10/2007 (IEMA 2007-92)

## Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

## When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licenses are required to post Radon Measurement in Progress Notifications at every building entry.

## Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

## DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

## The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

## If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site [www.radon.illinois.gov](http://www.radon.illinois.gov) or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

## After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

## The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



IEMA-Division of Nuclear Safety  
1035 Outer Park Drive • Springfield, IL 62704  
(217) 782-1325 • TDD: (217) 782-6023  
[www.radon.illinois.gov](http://www.radon.illinois.gov)

**PRE-1978 HOUSING SALE DISCLOSURE OF INFORMATION  
AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address: \_\_\_\_\_

**Lead Warning Statement**

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

**Seller's Disclosure (initial)**

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

\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the house (explain):

\_\_\_\_\_

\_\_\_\_ 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 one below):

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

\_\_\_\_\_

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

**Purchaser's Acknowledgment (initial)**

\_\_\_\_(c) Buyer has received copies of all information listed above.

\_\_\_\_(d) Buyer has received the pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_(e) Buyer has (check one below):

\_\_\_\_ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

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

**Agent's Acknowledgment (initial)**

\_\_\_\_(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. It is agent's obligation to keep this document on file for 3 years.

**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.

Buyer \_\_\_\_\_  
Date \_\_\_\_\_

Seller \_\_\_\_\_  
Date \_\_\_\_\_

Buyer \_\_\_\_\_  
Date \_\_\_\_\_

Seller \_\_\_\_\_  
Date \_\_\_\_\_

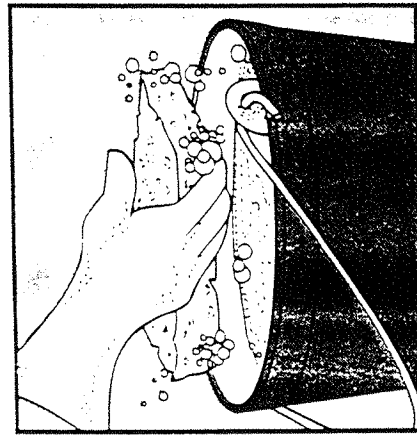
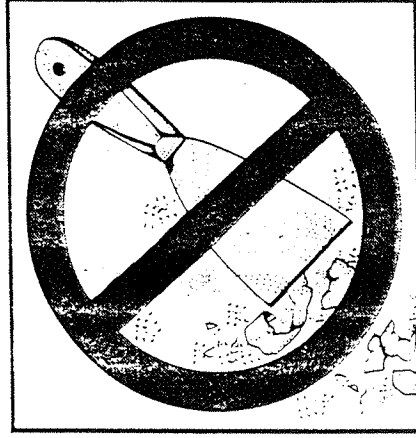
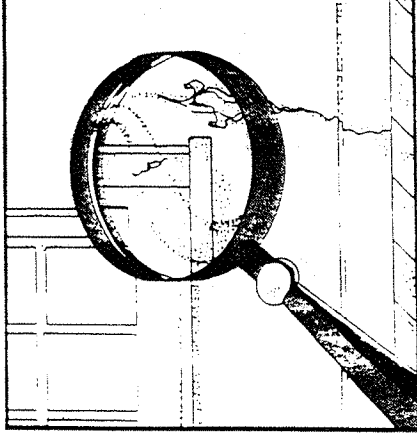
Agent \_\_\_\_\_  
Date \_\_\_\_\_

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



# Protect Your Family From Lead In Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

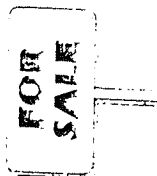
EPA747-K-99-001  
September 2001

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

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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



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



**RENOVATORS** have to give you this pamphlet before starting work.

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

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

## IMPORTANT!

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

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

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

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

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

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

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

## Lead Gets in the Body in Many Ways

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

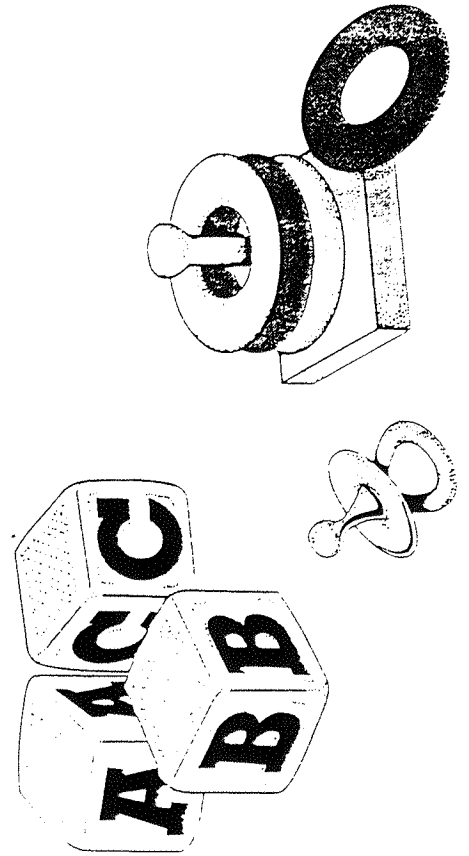
**People can get lead in their body if they:**

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

**Lead is even more dangerous to children than adults because:**

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

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



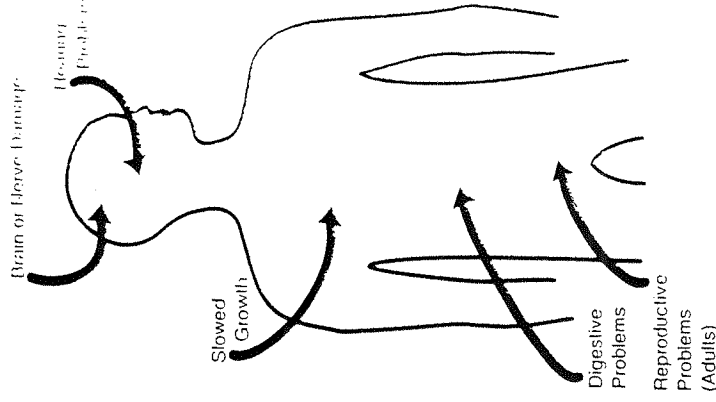
### Lead's Effects

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

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

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

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



**Lead affects the body in many ways.**

## Where Lead-Based Paint Is Found

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

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

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

## Checking Your Family for Lead

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

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age. Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan. Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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

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

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

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

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) 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.



## 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.

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

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

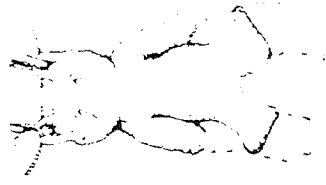
- ◆ A paint inspection tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead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

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

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

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

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



## Remodeling or Renovating a Home With Lead-Based Paint

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

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



## Reducing Lead Hazards In The Home

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



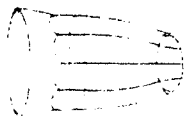
If not conducted properly, certain types of removals can release lead from paint and dust into the air.



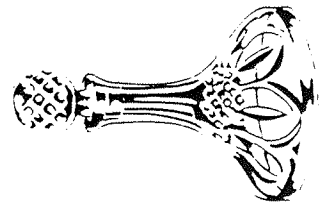
Always use a professional who is trained to remove lead hazards safely.

## Other Sources of Lead

- ◆ **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.



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



## 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](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

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

### EPA's Safe Drinking Water Hotline

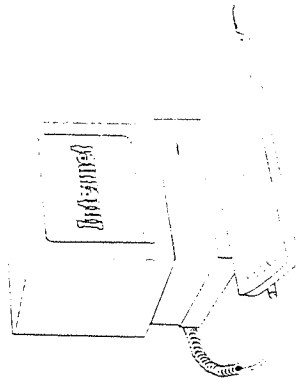
Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: [www.cpsc.gov](http://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](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.



## EPA Regional Offices

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

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (C1)  
One Congress Street  
Boston, MA 02114-2073  
1 (888) 372-7311

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

Regional Lead Contact  
U.S. EPA Region 2  
7800 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3670  
(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) 562-8008

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-8)  
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 75202-2133  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RAII)  
601 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  
699 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  
701 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 94617  
(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