

**Brown
Harris
Stevens**

Seller's Kit

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The Decision To *Sell Your Home*

Each seller brings a unique set of needs and goals surrounding the decision to sell a home. To tailor our services and support most effectively, we encourage you to consider the following questions below:

- What are your main reasons for selling?
- Do you need to sell by a certain date or are you flexible with regard to timing?
- Do you have a price in mind for your property? If so, what factors did you consider in determining it?
- Are there any aspects related to the process of listing and selling your home that you have questions about?
- Do you need assistance in relocating to another area?

Tips For *Preparing Your Home For Sale*

After you have addressed any maintenance issues, the following tips will help you to present your property in its best light. We are available to discuss your home preparations in further detail.

- **Declutter** When preparing the interior of your home for sale, remember that less is more. If there is too much clutter or unnecessary furniture, it can get in the way of a buyer seeing the house itself. Go through each room and see if there are any unnecessary items in the room that you can remove. Temporary storage is a strategic option if you aren't sure what to do with certain items.
- **Depersonalize** Buyers want to be able to envision themselves living in your home, but seeing too much of an owner's memorabilia can be a hindrance to that vision. It does not mean you have to remove all personal items (like family photographs and collections) but it is a good idea to keep them to a minimum.
- **Consider some repainting** Particularly in rooms that are not currently painted in a neutral color. You want to appeal to as wide a group of potential buyers as possible.
- **Let the light in** Make sure to clean windows, clear window sills and consider adding floor or table lamps to rooms that tend to be dark. The lighter and brighter a home is, the more welcoming it will feel.
- **Clean and eliminate odors** Be sure to give your home a thorough cleaning, particularly before showings. A clean, fresh-smelling home helps to assure the buyer that your home is well cared for.
- **Pets** If you have pets, make sure you have a plan for their care during open houses and showings.

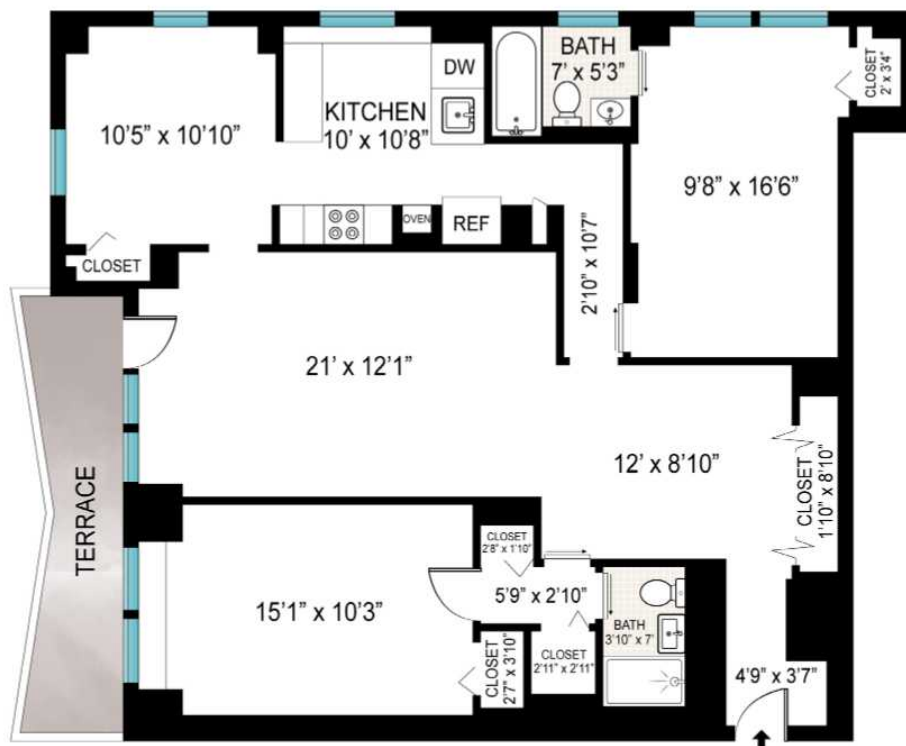
The *Selling Process* Explained

- **Putting Your House on the RLS (Residential Listing Service)** When we put your house "live" on the RLS, it introduces the property to real estate professionals throughout the area.
- **Broker Open House** Usually hosted by your Agent(s) and held during the week, this is an efficient and effective way to allow local real estate agents to tour your property.
- **Open House By Appointment** Hosted by your Agent(s) and held on the weekends, this allows financially qualified potential customers in the market to buy a home the chance to tour your property.
- **Home Showings** Showings are a necessary part of the selling process. It is best to make arrangements for yourself, others living there, and/or pets not to be in the house during showings to allow the buyer the best chance to envision themselves living there.
- **The Offer** All offers by a potential buyer will be conveyed to you by your Agent(s). Oftentimes, an offer will lead to some negotiation between the buyer and seller. Your Agent(s) will guide you through this process and spearhead the negotiation.
- **The Transaction Summary/Deal Sheet** Once the buyer and seller agree upon a price, the transaction summary/deal sheet, which outlines the transactions terms and conditions, will be drawn up and sent to the lawyers of both parties.
- **Earnest Money/Deposit** Along with the purchase agreement, the buyer puts down earnest money, initially in the amount of 10% of the sale price. The funds are forwarded to the seller's attorney escrow account for the duration of the sale process.
- **Inspection** After a selling price is agreed upon, the buyer may order an inspection. Following the inspection, the buyer may negotiate with the seller regarding potential repairs or a concession on the selling price.
- **Mortgage Commitment** Often the buyer will include a mortgage contingency in the contract to ensure s/he can exit the contract without penalty should obtaining financing prove to be an issue.
- **Appraisal** The bank will send an appraiser to determine a value on the property based on condition as well as recent, similar completed sales in the building and/or zip code.
- **The Walk Through** On the day of or prior to the closing, the buyer will inspect the apartment to check for any material changes to the property since contract signing.
- **Closing Date & Timeline** Early on in the contract negotiations, a theoretical closing date will be established by the buyer and seller attorneys. While the timeline of the entire process can vary, the sale cycle often takes a minimum of four months from accepted offer to closing and seller collecting payment. Cash deals typically shorten the process by approximately one month.

BHS

Professional Photographs, Videos, and Floor Plans

Showcasing your listing with top-notch photos is paramount in today's digital world, where nearly all buyers see the home they buy online first. All of our listings utilize professional photography. Additionally, many have an interactive floorplan tour with hotspots that have embedded photos displayed inside the floorplan to show what the room looks like.



Seller's *Moving Checklist*

Two Months Prior To Moving

- Organize important documents: stock and lease (co-op) or deed (real property), auto licensing and registration, all insurance policies, wills, tax returns, birth certificates, medical and dental records.
- Submit a change of address to employer for W-2 (if applicable) and tax forms.
- Contact and select a moving company (request your building/management's requirements and connect movers and management accordingly).

Six Weeks Prior To Moving

- Contact your insurance company to ensure that your belongings are covered during your move.
- Obtain or transfer insurance to the new property.
- Request that school transcripts be forwarded (if applicable).

One Month Prior To Moving

- Begin packing.
- Provide change of address information to the post office.
- Register children in school (if applicable).

Three Weeks Prior To Moving

- Open accounts at a new bank (if applicable).
- Keep packing!

One Week Prior

- Finish packing (leave out a bag for only necessities for moving day).
- Prepare specific directions for movers; include a labeled sketch of the floor plan for your new home to ensure that your possessions are delivered to the appropriate room.

Moving Day

- Final check to be sure nothing is left behind.
- Leave home as stated in contract ("broom clean" is the norm).
- Leave Con-Ed account active so appliances can be tested during final walk through and maintain renter's/homeowner's insurance active until closing is 100% complete! Disconnect Internet.

Closing Day

- Bring all sets of keys, your ID, stock and lease or deed as applicable, and a checkbook to closing.
- Call service providers (internet, insurance, ConEd) for service disconnect/connect at your old and new addresses.
- Contact your estate attorney to update your will accordingly.

Glossary of Terms

This is a reference guide to important legal and environmental issues and real estate terms most pertinent to sellers, as per the National Association of Realtors and the U.S. Department of Housing and Urban Development.

24-hour notice Allowed by law, tenants must be informed of showing 24 hours before you arrive.

Addendum An addition to a document or contract.

Appraisal A document of opinion of property value at a specific point in time by a licensed real estate appraiser.

“As-is” A contract or offer clause stating that the seller will not repair or correct any problems with the property. Also used in listings and marketing materials.

Back-up offer When an offer is accepted contingent on the fall through or voiding of an accepted first offer on a property.

Broker's tour A preset time and day when real estate sales agents can view listings by multiple brokerages in the market.

Carrying costs Cost incurred to maintain a property (taxes, interest, insurance, utilities, and so on).

Closing The Closing is the finalizing of the sale where monies and keys are exchanged. The seller attorney and buyer attorney oversee this final step. With advance planning with the seller attorney (of minimum 1 month suggested), the seller may choose not to attend. Seller should make a note to collect closing paperwork one week after closing from the seller's attorney and provide to the seller's CPA.

Cobrokng Requirement by REBNY that the seller broker agrees to welcome clients and their offers who have representation with other brokers. The commission is then split between the brokers.

Comparative market analysis (CMA) A study done by real estate sales agents and brokers using active, pending and sold comparable properties to estimate a listing price for a property.

Contingency A provision in a contract requiring certain acts to be completed before the contract is binding.

Continue to show After an offer has been accepted and contracts have been drawn, but not signed by the buyer, the property continues to be shown to prospective buyers until the contract is signed by the buyer.

Cooperating commission A commission that is shared with the buyer's agent brokerage for bringing a buyer to the selling brokerage's listing. We co-broke!

Counteroffer The response to an offer or a bid by the seller or buyer after the original offer or bid.

Deposit At contract signing, the buyer advances deposit money (typically 10% of purchase price) to the seller's attorney (escrow account).

Disclosures Federal, state, county and local requirements of disclosure that the seller provides and the buyer acknowledges.

DOM Days on market.

Dual agent When one brokerage represents the seller and the buyer in a single transaction with full disclosure to all parties.

Exclusions Fixtures or personal property that are excluded from the contract.

Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

Additionally, the New York City Human Rights Law prohibits discrimination in housing based on actual or perceived race, creed, color, national origin, gender, age, disability, sexual orientation, uniformed service, marital status, partnership status, alienage or citizenship status of any person or group of persons, or because of any lawful source of income of such person or persons, or because children are, may be or would be residing with such person or persons.

FEMA Flood Zones Please consult with your bank and with the municipality to determine whether your property is on a flood plain. If so, it must be disclosed to prospective buyers.

Fixture Personal property that has become part of the property through permanent attachment.

HUD/RESPA (Housing and Urban Development/Real Estate Settlement Procedures Act) A document and statement that details all of the monies paid out and received at a real estate property closing.

Inclusions Fixtures or personal property that are included in a contract or offer to purchase.

Listing agreement A document that establishes the real estate agent's agreement with the Seller/s in regard to representing the sale.

Multiple listing service (MLS) A service that compiles available properties for sale by member brokers.

Offer to purchase When a buyer proposes certain terms and presents these terms to the seller.

REBNY: Real Estate Board of NY The Real Estate Board of New York represents influential real estate professionals as it works to protect, improve, and advance the business of real estate in New York City.

Smoke and carbon monoxide detectors By law, all persons wishing to transfer ownership of a one- or two-family residence are required to sign an affidavit that the property has operable smoke alarm and carbon monoxide detectors.

Withdrawn A listed property that is taken off the market due to illness, travel, repairs, and so on. The terms of the listing contract are still in place.

Marketing & Advertising Proposal

**Brown
Harris
Stevens**

WELCOME

Dear Client,

Thank you for the opportunity to present our comprehensive marketing plan for your home.

In establishing the value of a home, it is essential to lead with a qualitative evaluation of the property. The living experience begins long before a potential buyer enters the actual unit. Once identified, a property's unique qualities are viewed against the characteristics of other comparable units which have recently sold and those that are currently on the market for sale.

From this analysis, certain conclusions emerge that determine optimum pricing and market position. These conclusions become the basis for developing an effective marketing strategy.

With the support of Brown Harris Stevens' substantial resources in every phase of residential real estate, we will successfully execute your marketing plan.

Our goal will be very simply to obtain the highest price in the shortest period of time. We look forward to working with you.

Thank You,

**Brown
Harris
Stevens**

Marketing Strategy



Worldwide Online Marketing

- Marketing online through BrownHarrisStevens.com
- Marketing on the Luxury Portfolio International & Leading Real Estate Companies of the World websites.
- Marketing through our Worldwide Partners website.
- Additional online advertising through NYTimes.com, WSJ.com, Realtor.com, Juwai.com, Mansionglobal.com, Marketwatch.com and others. All of our listings are fed to the Real Estate Board of New York's syndicated listing system which sends listings to 200+ listing aggregators.



B2C

Direct to Customer

- Private Networking — Email campaign to our network of private clients and the NYC brokerage community.
 - Mail BHS Postcard to select buildings and our network of private clients.
 - We will hold Open Houses where appropriate by appointment only.
-

B2B

Direct to Brokerage Community

- Immediate Co-Brokerage within 24 hours to all residential broker members of The Real Estate Board of New York (REBNY).
- E-Blasts to our select list of top NYC brokers and other BHS Worldwide Partners.
- We will organize Broker Open House tours.



- To create a buzz and excitement about your property in the market place.
- To position your property as the quintessential New York residence that buyers will want to call their home.
- To professionally present your property to the largest number of qualified buyers in New York City, North America and around the world with high quality print and digital marketing materials produced by our extensive in-house marketing department.



Staging and Preparing the Property for Market

In order to maximize the sales price, properties will sometimes need to be staged so it appeals to the largest number of prospective buyers as possible. In addition, staging reduces the time on the market, thus saving you monthly expenses in the process. Even the most beautifully decorated home will often need to make minor staging modifications to maximize buyer appeal.

Coordination of all the Marketing Materials before launch

We plan to hit the ground running with the marketing campaign. All materials will be ready so the buyers will have all information at their finger-tips.

Pre-Launch Public Relations

Prior to launch, we will work with Ashley Murphy, Brown Harris Stevens' Senior Vice President of Communications, to obtain appropriate publicity for the property—always with your review and approval.

We will draw attention to the unique aspects of your home by leveraging our extensive relationships with online, print, TV and other media outlets.

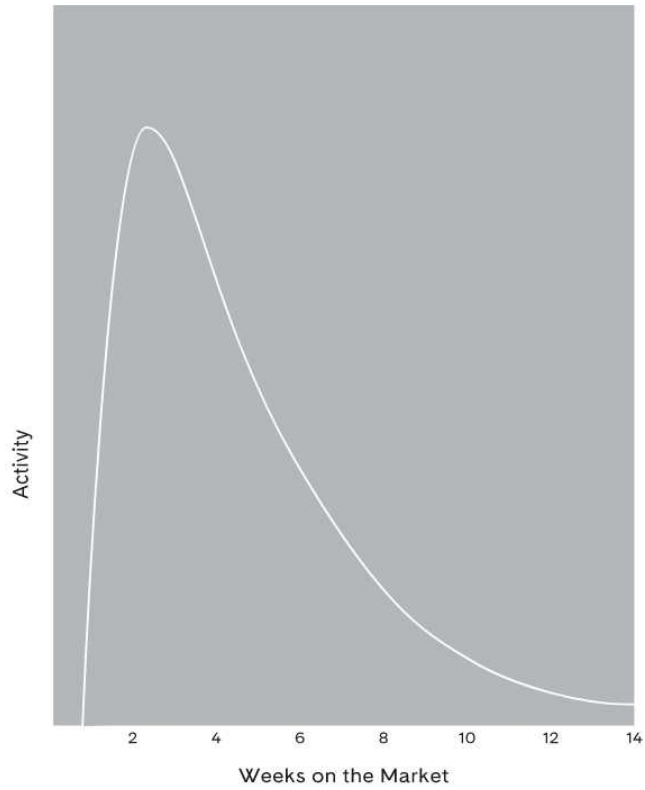
Showings



Organize, Schedule & Conduct

- All appointment requests will be coordinated with you in advance.
- Pre-screening of prospective purchasers to determine the seriousness of intent, financial wherewithal and ability to complete the sale.
- Move all the prospects into the bidding phase of the sales process – i.e., for interested parties, schedule architects, engineers/inspectors, appraisers, etc.

Pricing Principles



Market Activity vs. Time

Pricing properly is always important but most especially during the early stages of marketing your property. Year over year, properly priced units typically generate an offer within the first twelve to fifteen showings. Further, pricing competitively will help sell your real estate in the shortest possible time.

Online Advertising

Over 90% of all buyers begin their home search on the internet. Our relationships with numerous heavily-trafficked online resources ensure that very quickly your property has a prominent presence on the internet, both in the New York marketplace and globally. All Brown Harris Stevens' exclusive listings are featured on the most highly-trafficked real estate websites in the New York Tri-State area. Our exclusives are fed to over 200 listing aggregators.



Online Analytics

Brown Harris Stevens agents have access to the best technology in the industry and can provide detailed statistics about internet traffic to each exclusive listing on our website.



Our Agents

At every level of Brown Harris Stevens, you will find highly experienced, knowledgeable experts, single-mindedly devoted to their clients' and customers' satisfaction. In residential sales, our brokers are exceptional and transact on average over \$7 Billion in sales each year in New York City alone. Our agents average more than 20 years in residential real estate, by far the highest in the industry, and have marketing and negotiating skills that produce the City's highest rate of success in arranging transactions for their clients.

Our Firm

A key element in our success is the unique role of our sales executives, who deliver a company-wide team effort that empowers the brokers and enhances their service to our clients. Ready access to objective counsel from our managers, all of whom were top brokers themselves, adds a crucial dimension to their deal-making and negotiating effectiveness of our brokers. With 55+ offices in New York City, Hamptons, Connecticut, New Jersey, Hudson Valley, Miami, and Palm Beach.

Brown Harris Stevens

BHS Resources

Brown Harris Stevens agents have access to the best technology in the industry from our state of the art listing system designed by our in-house development team, to our proprietary database of closed sales, to our website and more. Our relationships with numerous heavily-trafficked online resources ensure that our listings quickly have a prominent presence on the internet, both in the New York marketplace and globally. Brown Harris Stevens is the only brokerage firm with an in-house chief economist who produces our reports which offer authoritative analysis and statistical data of trends and prices.



Company-wide Referral Network

Now with over 2,500 agents, across 55 offices, BHS has one of the most robust agent networks in the country. We leverage this network internally through cross market promotion, with rather impressive results. In fact, several of our recent record-setting sales have materialized through internal referrals.

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We've Grown!

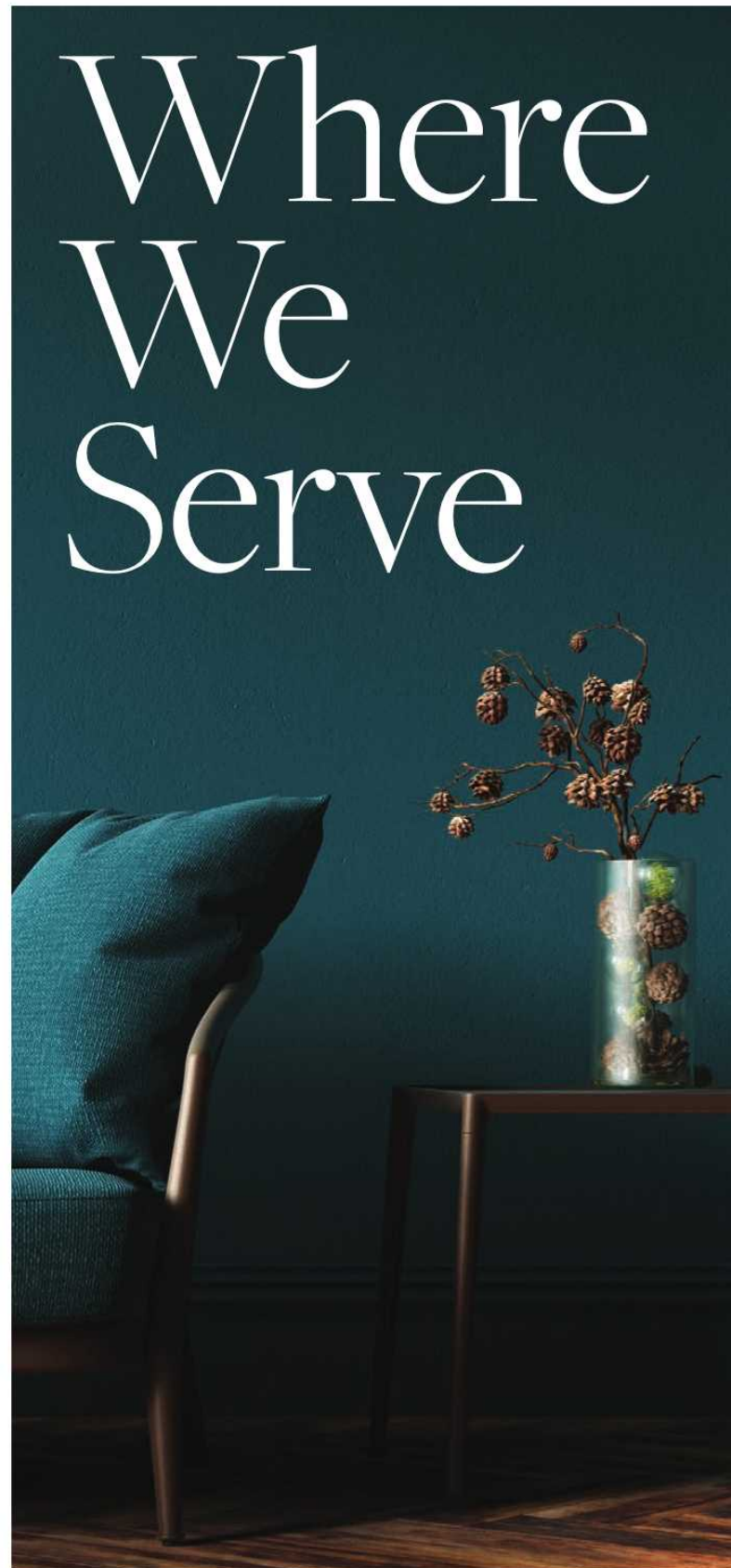
Halstead is now Brown Harris Stevens - which means BHS now has **2,500** agents and **55** offices in luxury markets across NYC, the Tristate area, the Hamptons, Palm Beach, and Miami.

Historically ranked among the nation's top residential firms, in 2019 both firms combined closed **6,000** transactions totaling more than **\$9 billion**.

Simply put, we have more resources than ever to support our trusted clients. Combining the innovative spirit Halstead, a company named Most Innovative Brokerage three times by Leading Real Estate Companies of the World with the legacy of leadership and success at Brown Harris Stevens creates an unstoppable force in this industry.

We are here to serve you, and Brown Harris Stevens has never been stronger. We look forward to working together.





New York City

East Side
 Upper East Side
 West Side
 Village
 SoHo
 Tribeca
 Harlem
 Brooklyn Heights
 Park Slope
 Cobble Hill
 Bedford Stuyvesant
 South Slope
 Bay Ridge
 Long Island City
 Forest Hills
 Riverdale

Hamptons

East Hampton
 Bridgehampton
 Sag Harbor
 Southampton
 Westhampton Beach

Connecticut

Greenwich
 Darien
 Rowayton
 New Canaan
 Westport
 Stamford

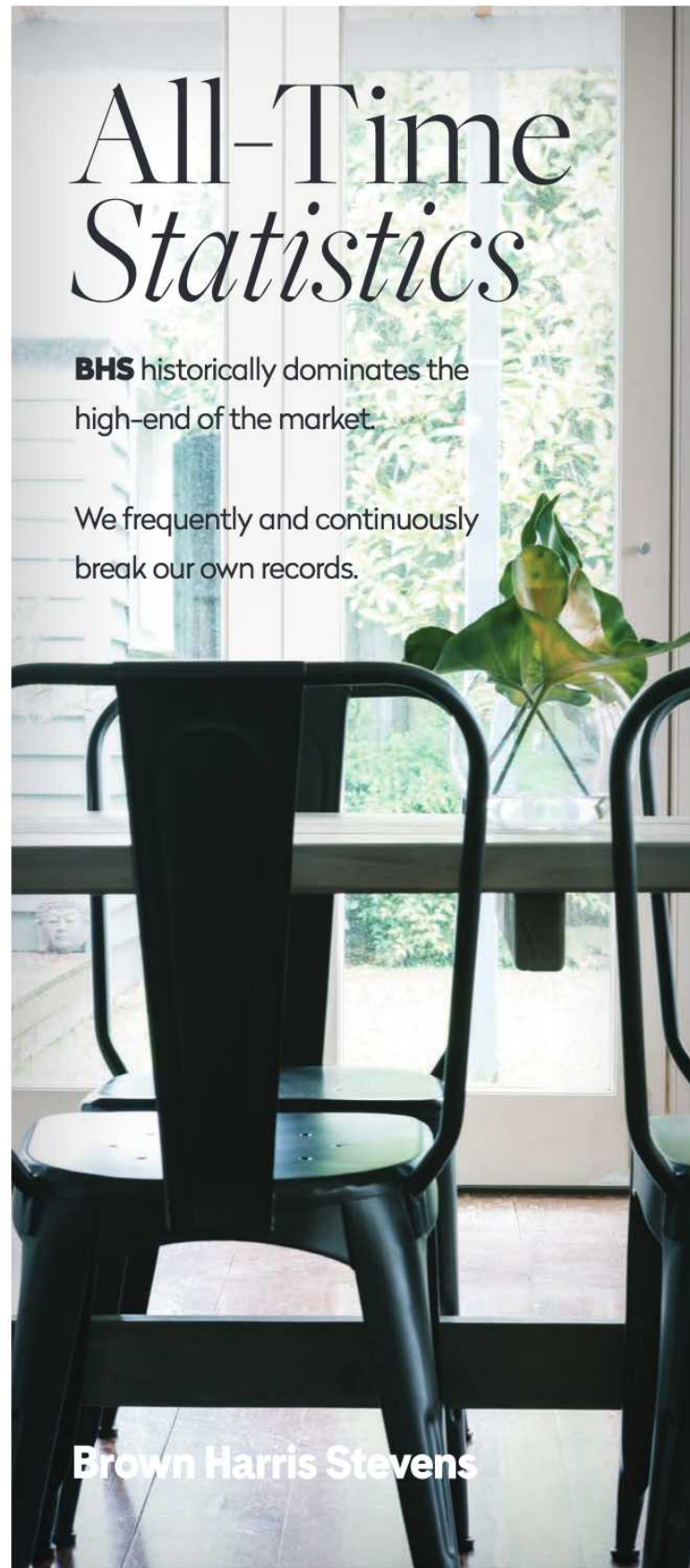
New Jersey

Hoboken
 Montclair

Hudson Valley

Florida

Palm Beach
 West Palm Beach
 Lake Worth
 Miami Beach
 Key Biscayne
 Greater Miami
 South Miami



All-Time Statistics

BHS historically dominates the high-end of the market.

We frequently and continuously break our own records.

Brown Harris Stevens

We currently hold the record for:

Co-Ops

The **4 highest prices ever** paid for a Co-op.

5 of the top 10 highest prices ever achieved for a Co-op.

Condos

The **2 highest prices ever** paid for a Resale Condo.

4 of the top 6 highest prices ever paid for a Resale Condo.

Townhouses

The highest price ever paid for a Townhouse.

2 of the top 3 highest prices ever paid for a Townhouse.

4 of the top 10 highest prices ever paid for a Townhouse.

The highest price ever paid per square foot for a Townhouse.

And the highest price ever paid per square foot for any resale apartment.



BHS 2019 Statistics

Our average Manhattan sale was nearly **\$2.6 million, 25% higher** than the market average.

Our average Brooklyn sale was over **\$1.3 million, 19% higher** than the market average.

We successfully sell across every market segment in NYC:

- 36%** of our sales in 2019 were under \$1,000,000
- 28%** of our sales were between \$1,000,000 and \$2,000,000
- 36%** of our sales exceeded \$2,000,000

Despite a very challenging market, we beat 2018.

What accounts for our success is that we understand the importance of building trust and strong relationships not only with our customers and clients but with our fellow industry agents as well.

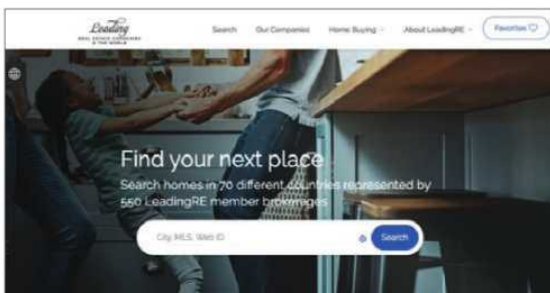
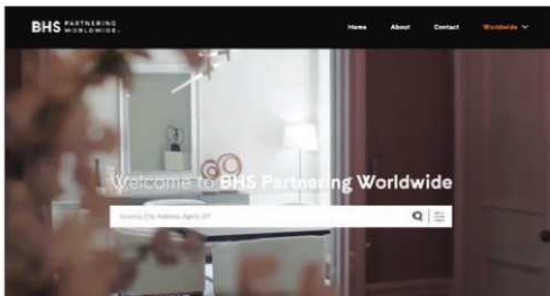
In 2019, prior to the devastating global effects of the pandemic, domestic and global concerns continued to create a very challenging time for our industry. Once again, despite major challenges, as a function of talent, tenacity, and professionalism, the Brown Harris Stevens highlights of 2019 include:

We sold a jaw-dropping 31 properties over \$10 million in 2019

On average, each BHS NYC agent had average annual sales of \$10,388,085₂₂

Partnering Worldwide, Luxury Portfolio International, Leading RE and Juwai

We are proud to promote our international partnerships and proprietary site in the international field. The global affiliate network of agents that we have is greater than any other referral organization in the world - topping Sotheby's, Knight Frank, Christie's, etc. Properties listed for 1.00MM or more automatically feed to Luxury Portfolio International, and those between R500,000 and \$1.00MM automatically feed to Leading RE.



Brown Harris Stevens is an influential Affiliate Member of Leading Real Estate Companies of the World® and its luxury marketing arm, Luxury Portfolio International®. This premier network affiliation combined with our innovative exclusive co-marketing program, BHS Partnering Worldwide® enables us to provide you with a uniquely targeted global reach, bringing your property to the attention of the highest number of qualified buyers worldwide.

BHSPW

Leading

REAL ESTATE
COMPANIES
OF THE WORLD.



LUXURY
PORTFOLIO
INTERNATIONAL

Our Global Reach

We're Local, We're Global

BHS Partnering Worldwide

BHS Partnering Worldwide is a thriving mutual advertising and marketing vehicle for important listings of the most respected high-end residential real estate brokerages from around the world, whom we have hand-selected to be our partners. BHS Partnering Worldwide is unique in that it allows for the listing agent's firm and direct contact information to be prominently shown to bring buyers directly to your property.

The benefits of our partnerships are reciprocal. Partners help to promote very high-end listings from BHS on their respective websites, across social media, and in print.



Luxury Portfolio International's Website brings BHS Listings to a Global Market:

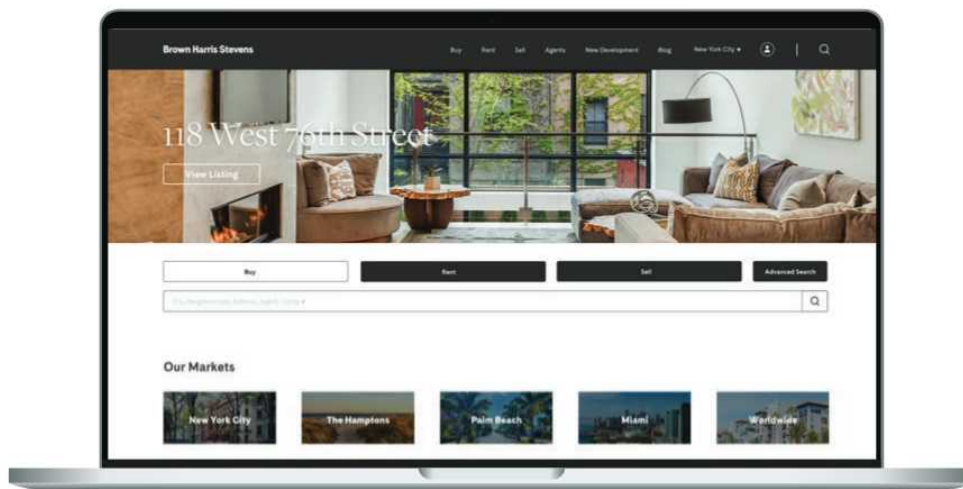
- Website visitors from over 200 countries every month
- Site translation to 9 languages
- Conversion to multiple currencies
- Syndication to select websites across Europe and Asia, including The Wall Street Journal, Mansion Global, Barron's, Penta, WeChat (China) and Juwai.com (China).



Web Presence & Syndication

BHS Website

Our recently redesigned website, bhsusa.com was featured by Inman News, and is one of the most trafficked brokerage websites in the industry. Our daily visitor count has increased monthly, signaling the effectiveness of our search engine optimization strategy, and demonstrating BHS's continued dominance of consumer mindshare.





Syndication

Where does your listing appear online?

BHS has a number of partners online that automatically feature our listings.

At present, our primary partners are:

NYT.com

WSJ.com

Barrons.com

MansionGlobal.com

Juwai.com

Barrons.com/penta

Marketwatch.com

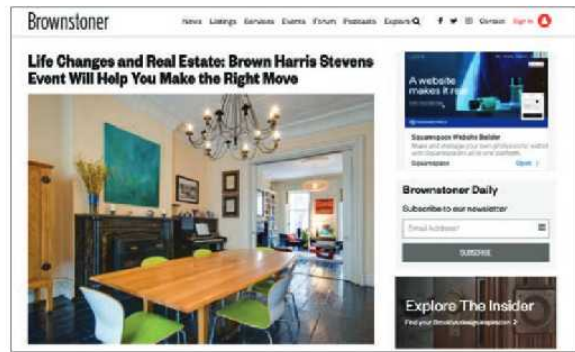
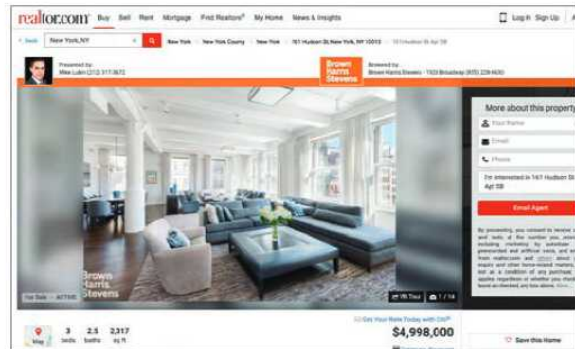
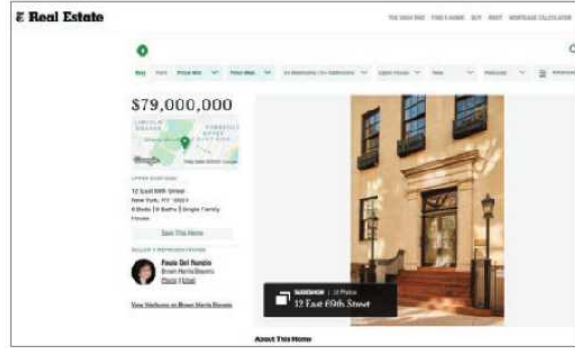
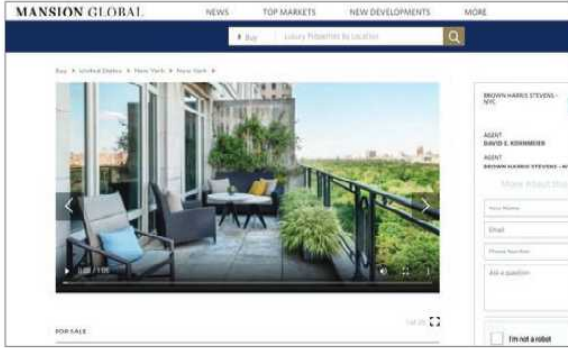
LuxuryPortfolio.com

LeadingRE.com

Realtor.com

Brownstoner.com

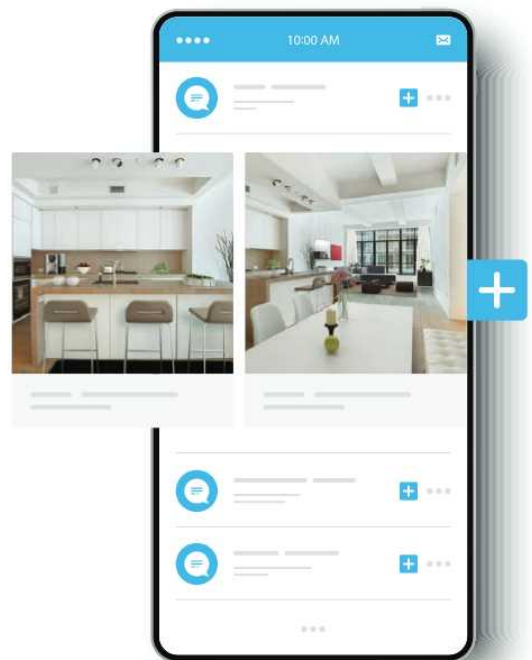
A Selection of Sample Partner Presentations



Social Media

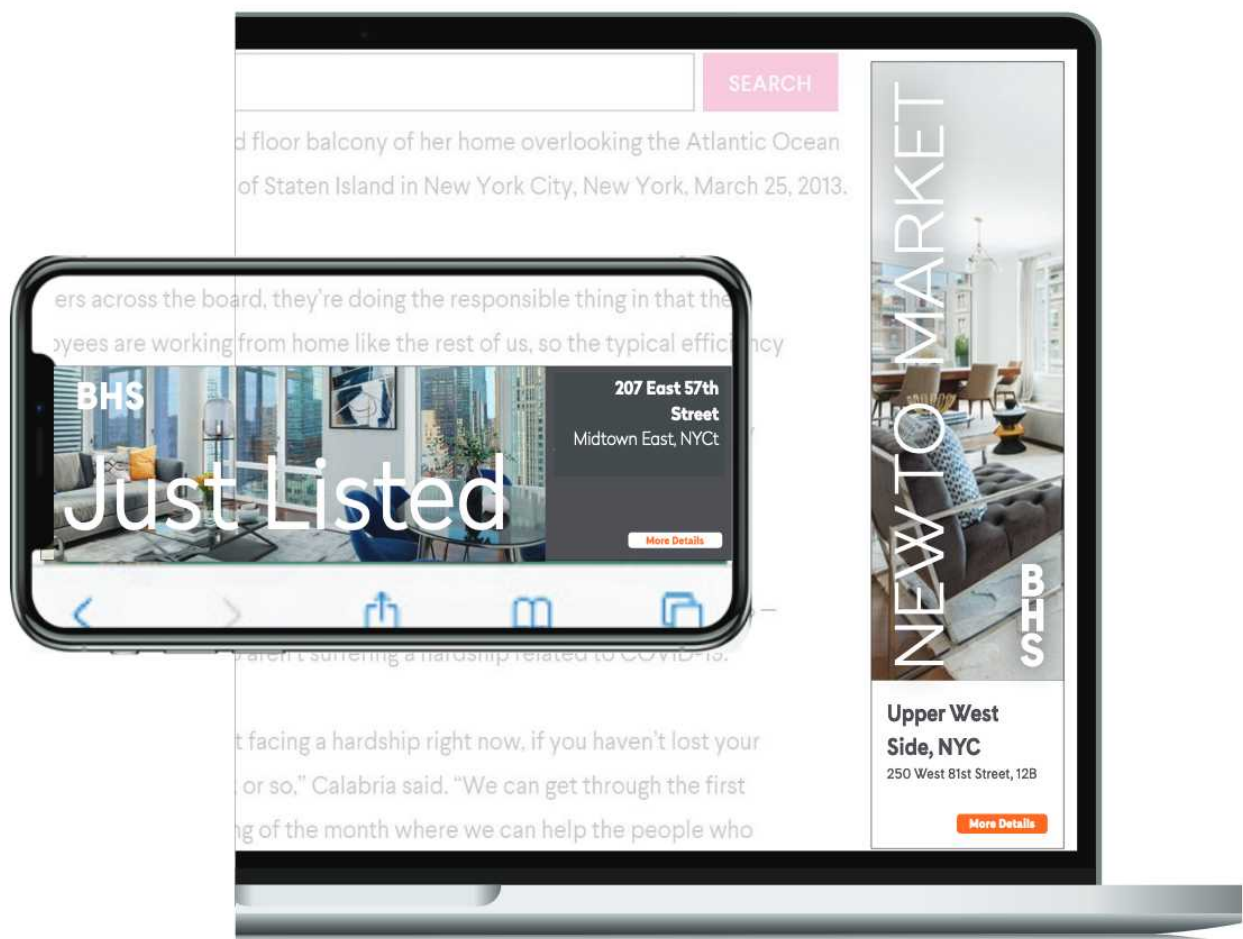
Automatic Retargeting with Online Ads

BHS currently engages with a number of programs online that automatically publish our listings on widely viewed sites. The list of publications is long, covering up to 1,000 at times, and is identified and organized by an algorithm that identifies On-line search behavior and consumer interests that overlap with property searches. For example, if a consumer comes to our site (bhsusa.com), they are tagged with an invisible tracker that follows them around the internet. Then, when they arrive at an online publication that's part of our program, that site knows to serve them with an advertisement featuring BHS listings.



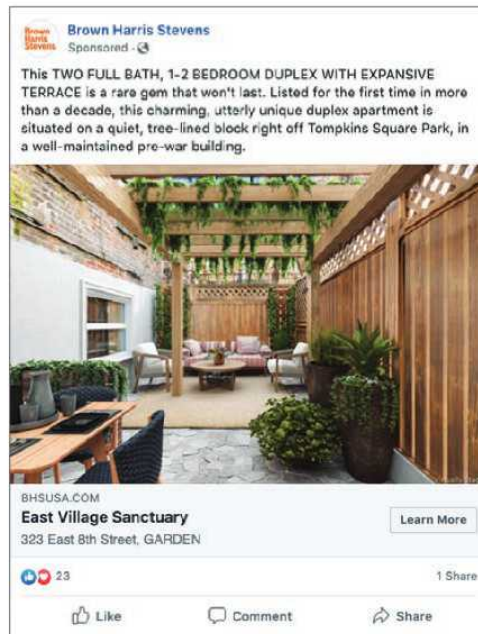
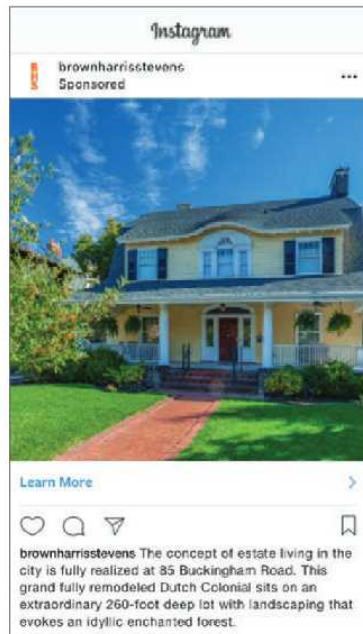
Digital Ad Retargeting Technology

BHS Agents work within a hyper-targeted digital advertising platform built specifically for targetting prospective buyers. Leveraging retargeting and other proprietary technology, our results have outperformed standard online advertising metrics by almost double in some cases.



Social Media Boosted Ads

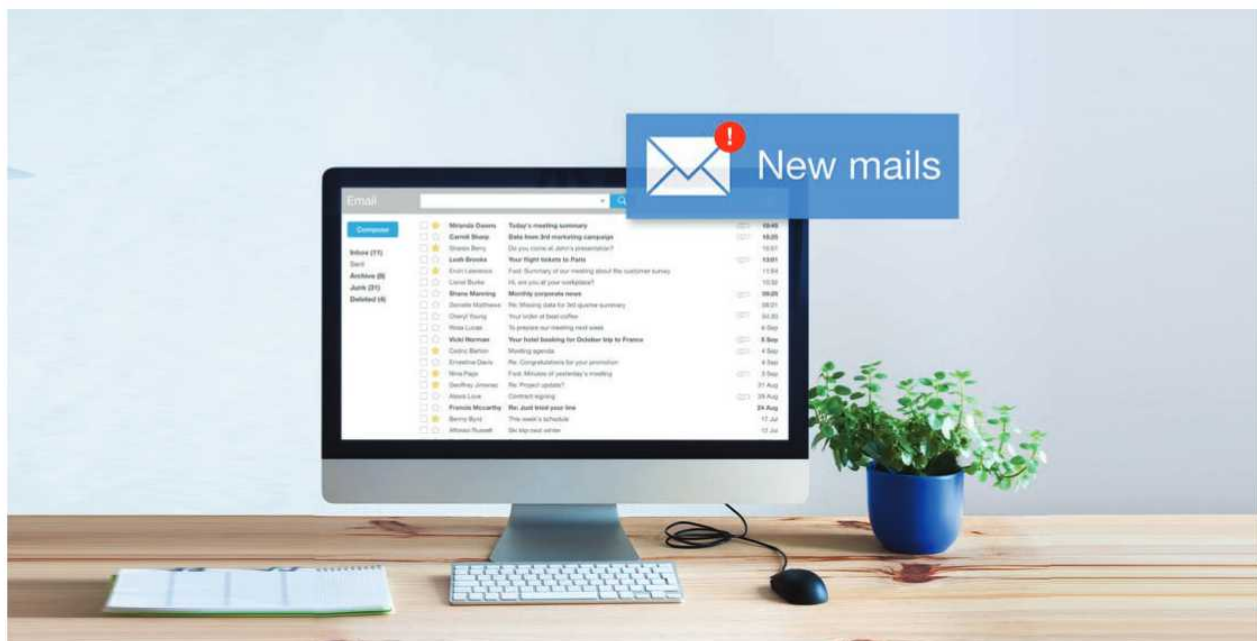
We are excited to promote your property in a custom Social Media boosted campaign. By boosting your property with our social team, you get company sponsorship to promote the listing under our social media account. The post will organically reach our 50k+ followers across Facebook and Instagram, as well as tens of thousands more through our targeted advertising boost. This type of post establishes a solid foundation for a listing launch – for example, a week long campaign can reach around 5,000 viewers who have exhibited interest online for your listing criteria.



Email

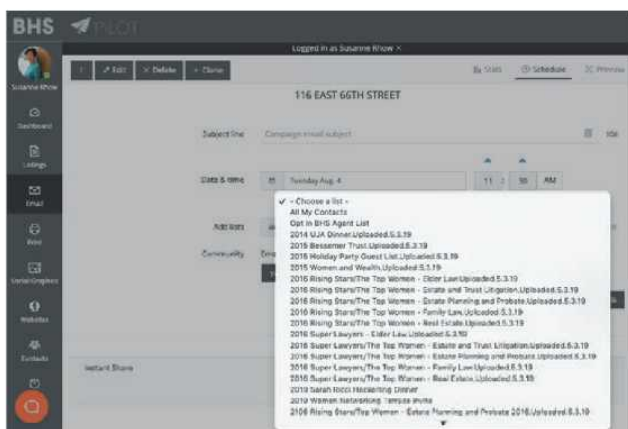
Email Marketing

Email marketing continues to be the most effective channel in digital marketing. Landing in someone's inbox with relevant and informative content dramatically increases your chances of generating a warm lead. Using our proprietary platform, Pilot, your listings will reach hundreds of brokers around your area who have clients that meet your criteria.





Pilot is the proprietary email marketing platform of BHS. This self-service application contains a robust library of email templates, for both property-based marketing and personal promotion. In addition, there are social media templates for you to generate your own graphics and then share across your personal accounts.

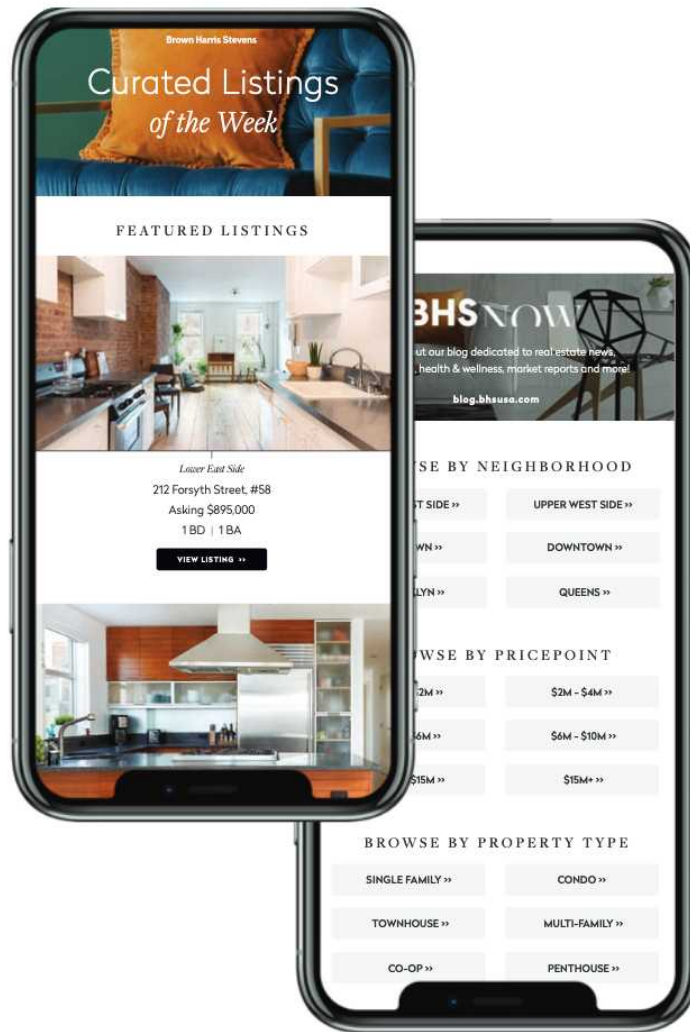


Pilot Smart List

A great benefit of Pilot is the Smart List technology. Pilot operates based on an algorithm which, specific to each listing, automatically generates an email list of 500 brokers who have sold, or who currently represent in a similar price range or proximity to your exclusive. This Smart List enables us to reach a targeted list of brokers who likely have contact with the buyer pool for your listing.

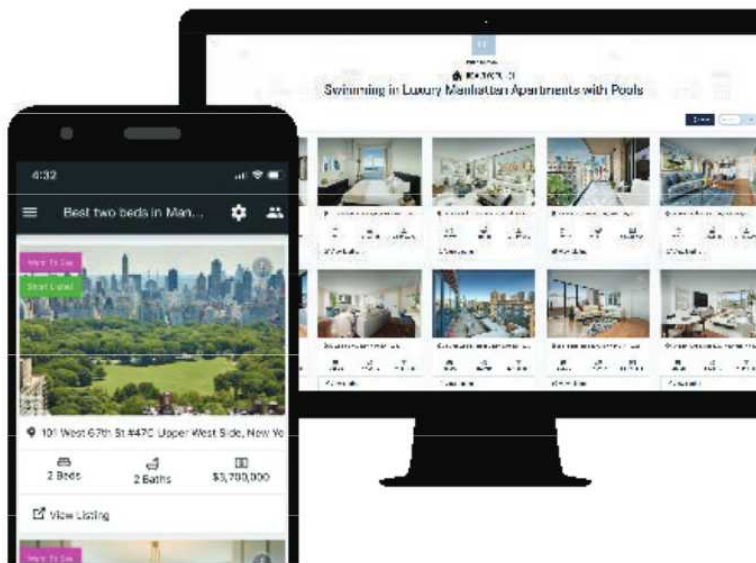
Corporate Email – The Curated Collection

BHS manages highly successful corporate email campaigns, direct to consumers. Every week we send out a curated collection of listings to almost 50k recipients. If your listing is selected for a feature, we will be sure to let you know and share the engagement results.





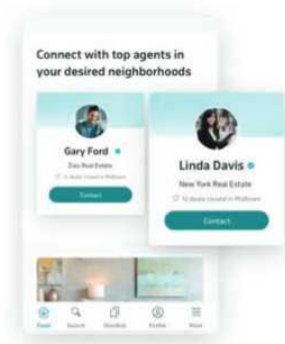
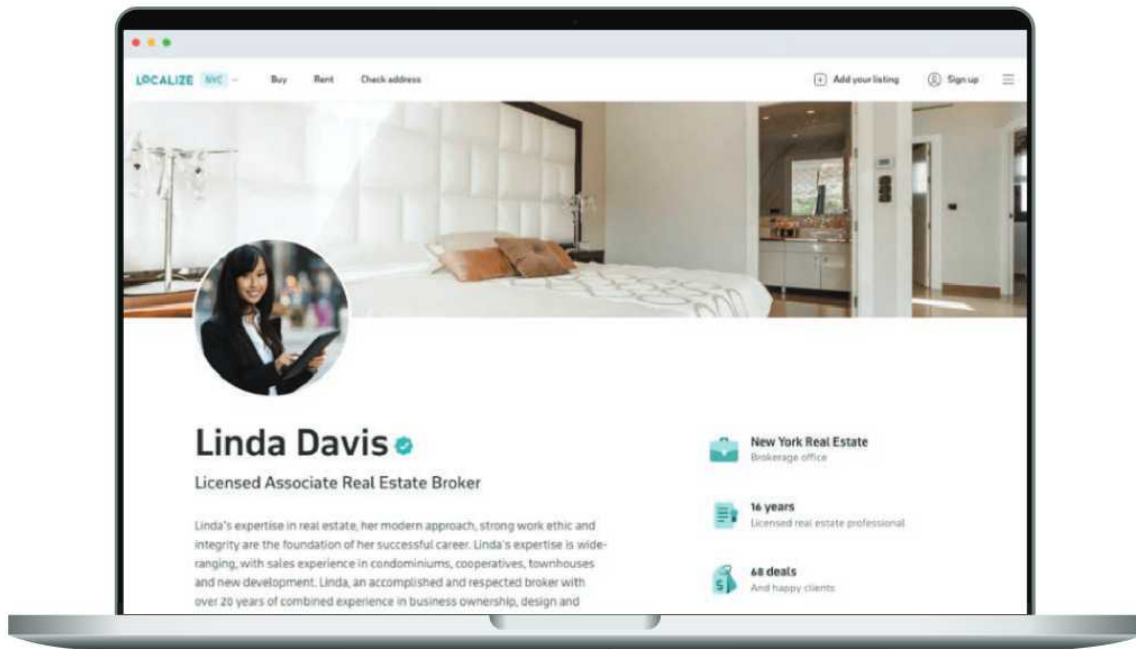
Leverage our partnership with RealtyCrunch for access to a fast-growing collaborative platform for agents and clients. Pulling from all listing feeds in your region, RealtyCrunch allows users to save listings on “walls” like Pinterest, and share them with their broker for easy communication and collaboration.



Partnerships

LOCALIZE

BHS has a direct partnership with Localize.city, a fast-growing real estate search site, to promote your listing in a featured capacity and receive direct leads from the site increasing our response time to prospective buyers



Service Team

Media and Content Services

Through a network of highly experienced vendors, we offer the best quality content to promote your listings. You can access expert real estate photography, property videos, virtual staging, 3D walk-throughs, detailed floor plans and more through our services team.



Video Slideshows

We can work with a professional film crew to feature your listing as well as collaborate with the BHS Marketing Team to transform your static property images and add movement, music, and text overlays to create a dynamic and cost-effective video for your listing.



Virtual Staging

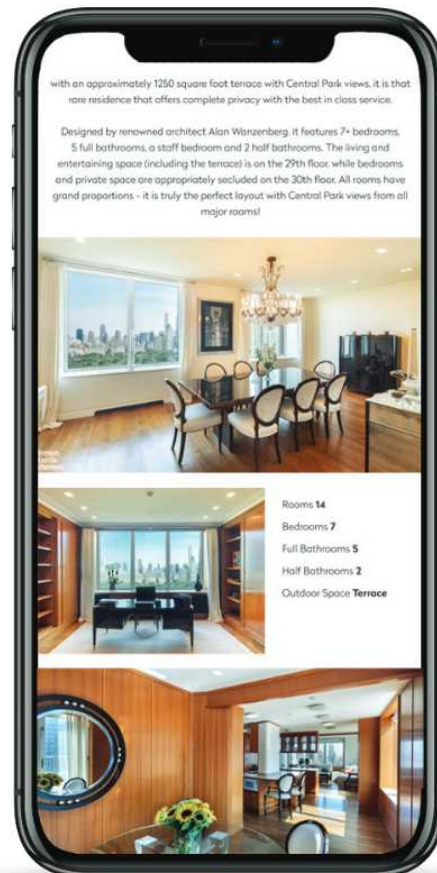
Add furniture and decor to empty rooms, remove and replace current furnishings when desired, and digitally enhance the aesthetic of a property before bringing to market. We also have the capabilities to perform virtual renovation services as well.



BHS QuickSheets

QR Enabled Contactless Digital Brochures

The team will create a beautifully designed digital brochure for your review. Once approved, each custom brochure will be associated with a unique QR code. At a showing, the QR code can be scanned using the camera of a smart phone to view your brochure. At that time, a copy of the brochure will also be emailed to the customer for future reference. The customer can then view all of the property details easily and safely from a mobile device, rather than a printed brochure or handout.



Print

We offer a wide range of professionally produced collateral options, curated by the BHS Marketing Team, and customized to the look and feel of the property type.

These include:

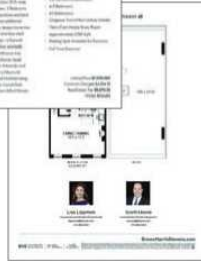
- Fact Sheets
- Postcards
- Brochures
- Window Displays
- For Sale Sign
- Display Ads
- Important Residential Properties (IRP)



Factsheets: 8.5x11"

Landscape

Portrait



Postcards: 8.5x5.5"



Brochures

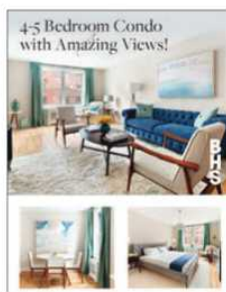
4 Page: 11x17" (Folded 11x8.5")



Window Displays



2 Page: 8.5x11"



For Sale Signs



Brown Harris Stevens

[TODAY'S DATE]

[NAME]
[ADDRESS]
[CSZ]

RE: [ADDRESS, APT. #]
[CSZ]

Dear [SELLER]:

Brown Harris Stevens Residential Sales, LLC ("Broker") is pleased to provide you with exclusive brokerage and marketing services for the sale of the above-referenced property ("the Property") in accordance with the following:

1. Our Agreement will be effective as of the date this Agreement is fully executed and will terminate on [ENTER DATE].
2. You represent to us that you are the owner(s) of the Property (or owner of the proprietary lease and shares for the Property), that the Property is legally authorized for residential use and that you are fully authorized to offer the Property for sale and enter into this Agreement. You authorize us to offer the Property for sale at the price set forth below or subsequently authorized by you in writing, and represent that the common charges, percentage of common interest and real estate taxes (or maintenance and number of shares) are as listed below. You agree that we may rely on any other information you provide to us about the Property.
3. Upon signing this Agreement, you authorize us – unless otherwise specified by you in writing – to disseminate the listing information to the public on or before [ENTER DATE], and to simultaneously solicit the cooperation of other member-brokers of the Real Estate Board of New York, Inc. (REBNY) through their REBNY Listing System (RLS) to act as agents for prospective purchasers. You understand that we represent you except if another Brown Harris Stevens Residential Sales, LLC agent represents the buyer. In that case, Brown Harris Stevens Residential Sales, LLC will be a dual agent with designated agents with one agent representing the seller and one agent representing the buyer. In all instances, Brown Harris Stevens Residential Sales, LLC treats all parties fairly and honestly. Attached is a description of the different types of agency relationships.
4. We agree to offer the Property for sale; advertise it; photograph for advertising purposes; arrange inspections; and submit to you and negotiate all offers made by prospective purchasers. We agree to advertise the Property at our expense, including hosting your Property on our Company website and feeding it to the largest number of local, national and international Real Estate news and listings websites. You authorize us to create and direct all advertising and marketing. You agree that no other advertising or marketing, including listings on the internet, will be permitted unless we specifically authorize it. You understand that we own and have the sole rights to all photographs, copy, floorplans, show sheets and marketing materials that we create and you may not use them in any way following the termination of this agreement. In case you provided us with any photographs or marketing materials, you represent that you own them and have the sole rights to them.
5. During the term of this Agreement, you agree to refer to us all inquiries, proposals and offers you receive regarding the Property, including, but not limited to, those from principals and other brokers. You agree to conduct all negotiations with respect to the sale, rent or other disposition of the Property exclusively through our firm.
6. In the event the Property is sold pursuant to this Agreement, including any sale resulting from the Board exercising its right of first refusal, you will pay us a commission equal to six percent (6%) of the sale price. If a sale is consummated through a RLS co-broker, the commission will be shared pursuant to REBNY's Universal Co-broke Agreement with the procuring co-broker and we may request that you pay the co-broker their portion directly. **You have granted us an Exclusive Right to Sell, which means if you, the owner of the Property, find a buyer or if another broker finds a buyer, you must pay the agreed commission to Brown Harris Stevens Residential Sales, LLC the present broker.**
7. Pursuant to REBNY's Residential Code of Ethics and Conduct, within three (3) business days after the expiration of this Agreement, we will deliver to you a list in writing of no more than six (6) names of persons who inspected the Property during the listing term. If within ninety (90) days after the expiration of this Agreement, a contract is signed to sell the Property to a person on said list, or if a contract has been signed at the time of expiration, we and any co-broker shall be entitled to the commission provided for in Paragraph 6 above. You agree that if a new exclusive listing is signed with a new broker, you will notify that new broker of this provision and any further interest including showings and negotiations will be conducted through Brown Harris Stevens Residential Sales, LLC directly with you with respect to customers on the list during the 90 day period.
8. In the unlikely event that the purchaser defaults and does not close and you receive any funds or retain any deposit as a result of a contract of sale signed by a person introduced during the term of this Agreement, you agree to pay us a commission equal to 10% of the retained funds. In the event of a future sale under this agreement, the commission will be credited against any commission owed.
9. In order to comply with federal laws regarding disclosure of information on lead-based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure form which you must fill out and return to us with this Agreement. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law [42 U.S.C. 4852 (d)] and that you are aware of your responsibility to ensure compliance therewith.

Page 2



Brown Harris Stevens

[TODAY'S DATE]

RE: [ADDRESS, APT. #]
[CSZ]

- 10. You hereby acknowledge that we conduct business in accordance with all federal, state and local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of age, citizenship, color, presence of children, handicap, marital status, national origin, lawful occupation, lawful source of income, race, religion, sex or sexual orientation. Please review and sign the attached New York State Fair Housing Disclosure Form.
- 11. Pursuant to New York State law, at the time of closing, Owner (you) may be required to deposit the Agent's (our) commission with the county clerk in the event that the Owner does not pay the Agent's commission as set forth herein. Owner's obligation to deposit the Agent's commission with the county clerk may be waived by the Agent.
- 12. This Agreement represents your and our complete understanding regarding the terms of our engagement to sell your Property and supersedes any prior discussions. It may only be changed or modified in writing and signed by all parties. This Agreement is binding upon both parties' successors and assigns.

We thank you for allowing us the opportunity to be of service to you in the sale of your Property. Brown Harris Stevens Residential Sales, LLC is committed to presenting your Property to as many well-qualified customers as possible and selling your Property at the best price in the shortest time.

Sincerely,

Brown Harris Stevens Residential Sales, LLC
Licensed Real Estate Broker

[SALES DIRECTOR'S NAME]
[SALES DIRECTOR'S TITLE]

[EXCLUSIVE AGENT'S NAME]
[AGENT'S DEPARTMENT OF STATE TITLE]

Listing Price: \$ _____ Maintenance/Common Charges: \$ _____

Number of Shares and/or Real Estate Taxes: _____

AGREED & ACCEPTED BY ALL OWNERS:

Owner: _____ Date: _____ Owner: _____ Date: _____

Tel.: _____ Email: _____ Tel.: _____ Email: _____

Moving out of town? YES / NO Would you like to be referred to a top broker in your new location? YES / NO

Enclosures: Agency Disclosure Relationship
Publication: "Protect Your Family from Lead in Your Home"
Lead Paint Disclosure Form

[SELECT ADDRESS]

Representing a Seller

Halstead (Rev. 9/18)



New York State
 DEPARTMENT OF STATE
 Division of Licensing Services
 P.O. Box 22001
 Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

Representing a Seller

Halstead (Rev. 9/18)

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by DEBORAH MILLER & ARIELA HEILMAN of BROWN HARRIS STEVENS MANHATTAN LLC ___ (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
- Buyer as a (check relationship below)
- Seller's agent
- Buyer's agent
- Broker's agent
- Broker's agent
- Dual agent
- Dual agent with designated sales agent

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

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

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

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

form: signature of { } Buyer(s) and/or { x } Seller(s):

Date: _____

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

46



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by ARIELA HEILMAN&DEBORAH MILLER (print name of Real Estate Salesperson/
Broker) of BROWN HARRIS STEVENS (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



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 or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially 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.



Women of childbearing age should know that lead is dangerous to a developing fetus.

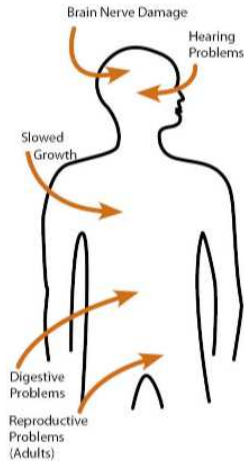
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

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

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 lead. Blood lead 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.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight. 54

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples



- 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 trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sampling bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 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
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- 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.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463). 62

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other 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 cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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
(617) 918-1524

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
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) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
December 2012

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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

Hazards 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

(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 (list documents below).

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

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

(e) Purchaser has (check (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)

(f) _____ Agent has informed the seller of the seller'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.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

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PURCHASER'S CLOSING COSTS

<ul style="list-style-type: none"> • Bank Fees: <ul style="list-style-type: none"> ▶ Bank Attorney ▶ UCC-1 Filing Fee • Purchase Application Fee • Mansion Tax 	<p>Varies according to bank and loan product \$800 - \$1,250 \$75 - \$125</p> <p>\$800 - \$1,250</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Consideration</u></th> <th style="text-align: left;"><u>Rate</u></th> </tr> </thead> <tbody> <tr><td>\$1,000,000 - \$1,999,999</td><td>1.00%</td></tr> <tr><td>\$2,000,000 - \$2,999,999</td><td>1.25%</td></tr> <tr><td>\$3,000,000 - \$4,999,999</td><td>1.50%</td></tr> <tr><td>\$5,000,000 - \$9,999,999</td><td>2.25%</td></tr> <tr><td>\$10,000,000 - \$14,999,999</td><td>3.25%</td></tr> <tr><td>\$15,000,000 - \$19,999,999</td><td>3.50%</td></tr> <tr><td>\$20,000,000 - \$24,999,999</td><td>3.75%</td></tr> <tr><td>\$25,000,000 or more</td><td>3.90%</td></tr> </tbody> </table>	<u>Consideration</u>	<u>Rate</u>	\$1,000,000 - \$1,999,999	1.00%	\$2,000,000 - \$2,999,999	1.25%	\$3,000,000 - \$4,999,999	1.50%	\$5,000,000 - \$9,999,999	2.25%	\$10,000,000 - \$14,999,999	3.25%	\$15,000,000 - \$19,999,999	3.50%	\$20,000,000 - \$24,999,999	3.75%	\$25,000,000 or more	3.90%
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\$25,000,000 or more	3.90%																		
<ul style="list-style-type: none"> • Purchaser's Attorney Fee • Maintenance or Common Charge Adjustment 	<p>\$2,500 - \$3,500</p> <p>Purchaser reimburses Seller for any prepaid maintenance or common charge payments</p>																		
<ul style="list-style-type: none"> • Cooperative Apartment Purchases Only <ul style="list-style-type: none"> ▶ Judgment and Lien Search ▶ Financing/Recognition Agreement Fee 	<p>\$450 \$250 - \$500</p>																		
<ul style="list-style-type: none"> • Condominium Apartment Purchases Only <ul style="list-style-type: none"> ▶ Title Insurance ▶ Mortgage Title Insurance ▶ Real Estate Tax Adjustment ▶ New York State Mortgage Recording Tax ▶ Title and Municipal Search Fee ▶ Deed Recording Fee ▶ Mortgage Recording Fee ▶ Unit Owner's POA Recording Fee ▶ Title Closer Attendance Fee 	<p>Approximately \$4 per \$1,000 of purchase price Approximately \$1 per \$1,000 of loan amount Purchaser reimburses Seller for any prepaid real estate taxes</p> <p>1.80% if mortgage amount is less than \$500,000 1.925% if mortgage amount is \$500,000 or more</p> <p>\$895 \$285 \$250 \$100 \$300</p>																		
<ul style="list-style-type: none"> • Purchaser's Additional Closing Costs - New Construction <ul style="list-style-type: none"> ▶ Sponsor's Attorney Fees (negotiable) ▶ Sponsor's NYC and NYS Transfer Taxes (negotiable) ▶ Resident Manager's Apartment (if applicable) ▶ Working Capital Fund Contribution 	<p>\$2,500 - \$3,500</p> <p>If paid by Purchaser, transfer taxes are calculated and added to the purchase price (for tax purposes only) and then recalculated based upon the bulked up price</p> <p>Calculated based upon Purchaser's percentage of common interest in the building</p> <p>One-time fee equal to 2 months of common charges</p>																		

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68

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SELLER'S CLOSING COSTS

- **New York City Real Property Transfer Tax**
 - ▶ Residential Transactions

	1% of sales price if sale is \$500,000 or less
	1.425% of sale price if sale is greater than \$500,000

 - ▶ Commercial/Bulk Sale Rates

If two or more unattached units are sold simultaneously to the same buyer, the commercial transfer tax rate applies, i.e., 1.425% of sales price if sale is \$500,000 or less or 2.625% of sales price if greater than \$500,000

- **New York State Transfer Fee**

<u>Consideration</u>	<u>Rate</u>
Less than \$3,000,000	0.40% of consideration
\$3,000,000 or more	0.65% of consideration

- **New York State Estimated Capital Gains Tax**

Non-NYS residents pay 8.82% of estimated gain at closing. A NYS resident, or a non-NYS resident who resided in the property as their principal residence for 2 out of the last 5 years pays the gain tax when filing their annual federal income tax return. All sellers also pay the NYC income tax (up to 3.65% of the gain) with their annual income tax return

- **Federal Withholding Tax (FIRPTA)**

10% - 15% of purchase price is withheld if Seller is a non-exempt foreign person or entity

- **Broker's Commission**

6% of sales price

- **Seller's Attorney Fee**

\$2,500 - \$3,500

- **Cooperative Apartment Sales Only**
 - ▶ Flip Tax (if applicable)

Typically 1% - 3% of purchase price
 - ▶ Stock Transfer Tax Stamps

\$.05 per share
 - ▶ Transfer Agent Fee or Co-op Attorney's Fee

\$500 - \$750
 - ▶ New York City Transfer Tax Filing Fee

\$100
 - ▶ Payoff Bank Attorney's Fee

\$450 - \$550
 - ▶ UCC-3 Filing Fee

\$75 - \$125

- **Condominium Apartment Sales Only**
 - ▶ Application/Waiver Fee

\$500 - \$1,000
 - ▶ Satisfaction of Mortgage Recording Fee

\$110 per mortgage
 - ▶ Title Closer Pick-Up Fee for Mortgage Payoff

\$250 per mortgage

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69

Thank You



Brown Harris Stevens