



RECEIPT OF DOCUMENTS & DISCLOSURES

Client acknowledges receipt of the following documents and disclosures:

- ☒ **The Law of Real Estate Agency Pamphlet**
Describes your legal rights in dealing with a real estate broker.
- ☒ **Protect Your Family from Lead in Your Home**
Describes potential health hazards from lead in paint and other materials in homes built before 1978 and ways to reduce those hazards.
- ☒ **Sewage Treatment Capacity Charge**
Properties constructed after February 1, 1990 in King County and parts of Snohomish and Pierce Counties served by the King County wastewater system are subject to an additional sewage treatment capacity charge.
- ☒ **Mold, Moisture, and Your Home**
Outlines This Guide provides information and guidance for homeowners and renters on how to clean up residential mold problems and how to prevent mold growth.
- ☒ **Windermere Affiliated Business Arrangement Disclosure**
Discloses businesses affiliated with Windermere; brokers do not receive fees or income for referring clients to these businesses.
- ☒ **Important Information Concerning Your Disclosure Rights and Obligations**
Describes what sellers are required to disclose and the buyer's duty of due diligence and investigation.
- ☒ **Inspector Referral Disclosure**
Discloses that you may use the inspector of your choosing and discloses any familial or business relationship between your broker and any inspector(s) referred to you by your broker.
- ☒ **Fair Housing**
Federal and state fair housing laws were put into effect to prohibit discrimination in housing based on race, color, religion, sex, disability, familial status, and national origin.
- ☒ **Wire Fraud**
Describes precautions to take to avoid wire fraud.
- ☒ **Understanding Real Estate Agent Compensation**
Describes how real estate brokers in the transaction are paid, and by whom, and how the parties may negotiate on terms.
- ☒ **Sewer Scope/Inspection Advisory and Acknowledgment by Buyer**
Describes how sewer line problems can come as an unpleasant surprise to many new homeowners, and that Buyers are advised to Buyers of real estate are advised to obtain a Sewer Scope

Client Initials: _____ DATE: _____ DATE: _____



THE LAW OF REAL ESTATE AGENCY



This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.

(3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(7) "Confidential information" means information from or concerning a principal of a broker that:

(a) Was acquired by the broker during the course of an agency relationship with the principal;

(b) The principal reasonably expects to be kept confidential;

(c) The principal has not disclosed or authorized to be disclosed to third parties;

(d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.

(14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) "Seller's agent" means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION 2:

RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

(a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;

(b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;

(c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;

(d) Broker is the seller or one of the sellers; or

(e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

SECTION 3:

DUTIES OF A BROKER GENERALLY.

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

(c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;

(d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;

(e) To account in a timely manner for all money and property received from or on behalf of either party;

(f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

SECTION 4:

DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 5:

DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;

(b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

SECTION 6: DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a broker may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is

adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7:

DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

SECTION 8:

COMPENSATION.

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 9:

VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

- (a) Unless the principal participated in or authorized the act, error, or omission; or
- (b) Except to the extent that:
 - (i) the principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

SECTION 10:

IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

SECTION 11:

INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 12:

SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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Northwest Multiple Listing Service

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RCW 18.86.120



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

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
- How lead affects health
- 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.

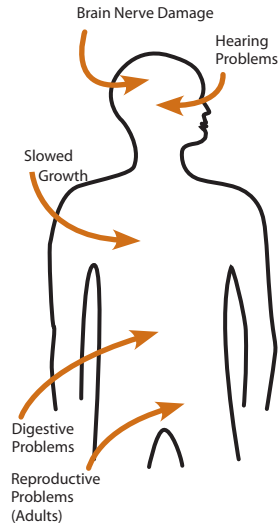
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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.

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 sample 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 1-800-877-8339.

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, Repairing or Painting 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
 - 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

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **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. 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.

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/safewater 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
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 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
U.S. EPA Region 6
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 for 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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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 and babies 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).



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

SEWAGE TREATMENT CAPACITY CHARGE

WHAT IS THE CAPACITY CHARGE?

The sewage treatment capacity charge is a charge in addition to sewer service billed to those customers who connected to the sanitary sewage system on or after February 1, 1990.

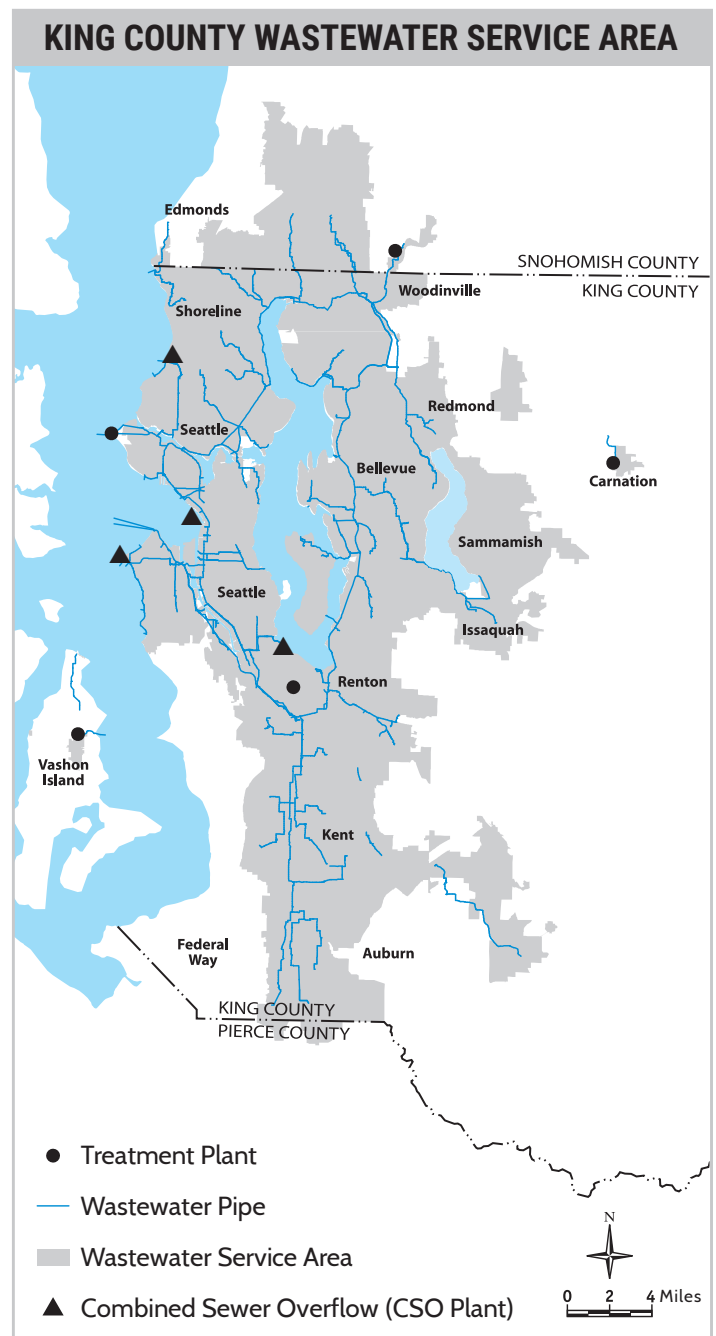
WHY DO WE HAVE A CAPACITY CHARGE?

To protect public health and the environment, King County's wastewater treatment system must keep pace with growth in our region. That means building more pipes, pump stations, and treatment plants.

The capacity charge distributes the costs for this expanding infrastructure to customers with the newest sewer connections. In other words, the capacity charge helps make sure that "growth pays for growth."

WHO MUST PAY?

All property owners in King County's service area whose home or building was connected to the King County sewer system on or after February 1, 1990 pay the capacity charge. King County provides sewage treatment services to most cities and sewer agencies in King County, areas of south Snohomish County, and a small part of Pierce County.



HOW MUCH IS THE CHARGE?

The 2023 capacity charge is \$72.50 per residential customer equivalent (RCE) per month. To calculate a residential property's monthly rate, use the formulas shown below:

SINGLE DETACHED DWELLING UNIT

Net square footage (SF)
less than 1,500 = 0.81 RCE

Example:

$0.81 \text{ RCEs} \times \$72.50 =$
 $\$58.73/\text{month}$



Net SF 1,500 to 2,999 =
1.0 RCE

Example:

$1.0 \text{ RCEs} \times \$72.50 =$
 $\$72.50/\text{month}$



Net SF 3,000 or greater =
1.16 RCE

Example:

$1.16 \text{ RCEs} \times \$72.50 =$
 $\$84.10/\text{month}$



2-4 UNITS IN A MULTI-FAMILY BUILDING

0.81 RCEs per unit

Example for two units:

$2 \text{ units} \times 0.81 =$

$1.62 \text{ RCEs} \times \$72.50 =$
 $\$117.45/\text{month}$



5 OR MORE UNITS IN A MULTI-FAMILY BUILDING

0.63 RCEs per unit

Example for six units:

$6 \text{ units} \times 0.63 =$

$3.78 \text{ RCEs} \times \$72.50 =$
 $\$274.05/\text{month}$



ADUs AND DADUs*

0.59 RCEs per unit

Example:

$0.59 \text{ RCEs} \times \$72.50 =$
 $\$42.78/\text{month}$



*Accessory dwelling units and detached accessory dwelling units

A NON-RESIDENTIAL PROPERTY

The capacity charge is determined by plumbing fixtures and/or wastewater flow projections converted to RCEs.

HOW IS IT BILLED?

King County sends the first capacity charge bill to property owners approximately after three full months of connection to the sewer system, then every three months thereafter, for a total of 15 years or until the balance of the property's account is paid.

WHAT ARE MY PAYMENT OPTIONS?

At any time during the 15-year duration of the charge, you may pay the remaining balance in one lump sum at a discount. If you include the payoff amount in your mortgage, it might provide a tax advantage. However if you are likely to sell your property within a few years of buying it, you may not want to prepay future charges because the remaining payments could be passed along to the next owner. You can pay your bill online at kingcounty.gov/paycapacitycharge.

WHAT DO I DO WHEN I SELL MY HOME AND THE 15-YEAR BILLING PERIOD IS NOT OVER?

You may want to consult with your real estate agent regarding disclosure to prospective buyers and escrow agents handling your transaction. (RCW 64.06.020 and RCW 60.80)

WHAT IS THE MONEY USED FOR?

King County's wastewater treatment system protects public health and the environment by treating wastewater before recycling it or releasing it into Puget Sound. Increasing demand on the regional sewage treatment system has meant building new treatment facilities and expanding capacity of the current system. Examples of this needed expansion include the Brightwater Treatment Plant in Woodinville, expansion of the Bellevue Pump Station, and the Southwest Interceptor project in the Kent-Auburn area.



WILL THE RATE GO UP?

The King County Council reviews and establishes the amount of the capacity charge annually. Increases apply to new connections within that year only—they are not retro-actively applied to existing accounts.

WILL I ALSO GET A BILL FOR SEWER SERVICE?

Yes. You will receive a sewer service bill from your local sewage service provider. The bill from your local agency will include both local charges for sewage collection and regional charges from King County for sewage treatment and disposal. The bill from King County will be for the capacity charge only. Your local sewer agency will provide appropriate forms for your capacity charge reporting.

WHY IS THE RATE OF MY CAPACITY CHARGE BILL DIFFERENT FROM MY NEIGHBOR'S, YET OUR HOUSES WERE BUILT ABOUT THE SAME TIME?

The capacity charge rate is based on the date of the property's final side sewer inspection. Homes built around the same time may have been inspected in different years. Rate increases do not apply to existing connections. Each property is billed at the prevailing rate at the time the inspection took place.

WHY DIDN'T THE DEVELOPER PAY THIS CHARGE?

By law the capacity charge is a monthly charge triggered by connection to the sewer system, not an upfront cost of development. The capacity charge is the responsibility of the current property owner.

WHAT IS THE LEGAL BASIS FOR THIS CHARGE?

The Revised Code of Washington, Chapter 35.58.570, and King County Code No. 28.84.050 are the legal basis for the capacity charge. Under these laws, a lien may be filed against a property that has delinquent or unpaid charges.

WHO CAN I CONTACT ABOUT MY BILL?

For questions about your capacity charge bill, please contact King County Revenue/Accounts Receivable.

Phone: 206-296-1450 Fax: 206-263-6073

Web: kingcounty.gov/capacitycharge Email: CapChargeEscrow@kingcounty.gov

For questions about your sewer service bill, contact your local sewage service provider.



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

King County Revenue/Accounts Receivable

KSC-NR-0502
201 South Jackson Street
Seattle, WA 98104-3855

Alternate formats available

206-296-1450 or TTY Relay 711



A BRIEF GUIDE TO
MOLD,
MOISTURE,
AND
YOUR HOME

**This Guide provides
information and guidance
for homeowners and
renters on how to clean
up residential mold
problems and how to
prevent mold growth.**

*U.S. Environmental Protection Agency
Office of Air and Radiation
Indoor Environments Division
1200 Pennsylvania Avenue, N. W.
Mailcode: 6609J
Washington, DC 20460
www.epa.gov/iaq*

A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

Contents	Page
Mold Basics	
Why is mold growing in my home?	2
Can mold cause health problems?	2
How do I get rid of mold?	3
Mold Cleanup	
Who should do the cleanup?	4
Mold Cleanup Guidelines	6
What to Wear When Cleaning Moldy Areas	8
How Do I Know When the Remediation or Cleanup is Finished?	9
Moisture and Mold Prevention and Control Tips	10
Actions that will help to reduce humidity	11
Actions that will help prevent condensation	12
Testing or sampling for mold	13
Hidden Mold	14
Cleanup and Biocides	15
Additional Resources	16



MOLD BASICS

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.



Why is mold growing in my home?



Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.

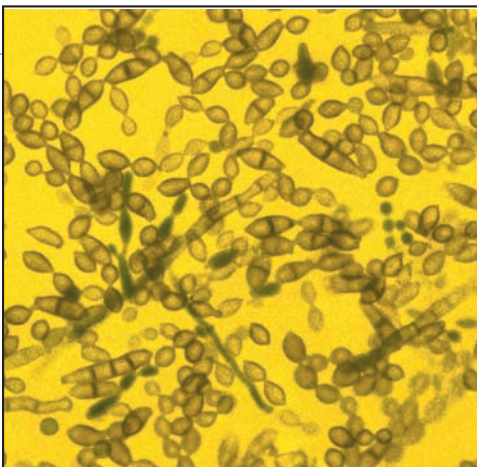
Can mold cause health problems? Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-

allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

How do I get rid of mold? It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



Magnified mold spores.

Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.

MOLD

CLEANUP



Leaky window – mold is beginning to rot the wooden frame and windowsill.

If you already have a mold problem –
ACT QUICKLY.
Mold damages what it grows on. The longer it grows, the more damage it can cause.

Who should do the cleanup? Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

buildings, this document is applicable to other building types. It is available on the Internet at: www.epa.gov/mold.

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit www.epa.gov/iaq/pubs to download a copy of the EPA guide.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

MOLD **CLEANUP** GUIDELINES

BATHROOM TIP

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



Tips and techniques The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.

Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.



Mold growing on a piece of ceiling tile.



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

WHAT TO WEAR WHEN CLEANING MOLDY AREAS



Mold growing on a suitcase stored in a humid basement.

It is important
to take
precautions to
**LIMIT
YOUR
EXPOSURE**
to mold and
mold spores.

- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or osha.gov/).

- **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.
- **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



Cleaning while wearing N-95 respirator, gloves, and goggles.

How do I know when the remediation or cleanup is finished?

- You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.
- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
 - You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
 - People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.
 - Ultimately, this is a judgment call; there is no easy answer.

MOISTURE AND MOLD **PREVENTION** AND CONTROL TIPS

MOISTURE Control is the Key to **Mold Control**



*Mold growing
on the surface
of a unit
ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY.**
If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.
- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.



Condensation on the inside of a window-pane.

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

Actions that will help to reduce humidity:

- 💧 Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- 💧 Use air conditioners and/or de-humidifiers when needed.
- 💧 Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

Actions that will help prevent condensation:

- ◆ Reduce the humidity (see preceeding page).
- ◆ Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- ◆ Cover cold surfaces, such as cold water pipes, with insulation.
- ◆ Increase air temperature.

Mold growing on a wooden headboard in a room with high humidity.



Renters: Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.

Testing or sampling for mold Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an area has been

adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

HIDDEN MOLD

*Mold growing
on the
back side of
wallpaper.*



Suspicion of hidden mold You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

Investigating hidden mold problems Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

Cleanup and Biocides Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

Please note: Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

Water stain on a basement wall — locate and fix the source of the water promptly.



ADDITIONAL RESOURCES

For more information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, visit:

www.epa.gov/mold



Mold growing on fallen leaves.

This document is available on the Environmental Protection Agency, Indoor Environments Division website at: www.epa.gov/mold

NOTES

Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.





Affiliated Business Arrangement Disclosure Statement

To: The Buyer(s) and/or Seller(s) of the Subject Property

From: PCAR Holdings, LLC d/b/a Windermere Real Estate Midtown ("Windermere")

Subject Property: _____

This is to give you notice that Windermere has a business relationship with the following entities:

Penrith Home Loans LLC ("Penrith"): Windermere owns less than 20% of WMS MORTGAGE GROUP LLC ("WMG"). WMG owns a portion of Penrith.

CW Title and Escrow: Windermere owns less than 25% of WTG, LLC ("WTG"). WTG owns a portion of Cascade West Title Company, LLC, which does business as CW Title and Escrow and Ballard Escrow.

Moreland Insurance: Windermere owns less than 20% of MIHC, LLC ("MIHC"). MIHC owns a portion of WD Insurance, LLC, which does business as Moreland Insurance.

Because of these relationships, a referral to these entities may provide Windermere or its affiliates a financial or other benefit. The benefit that Windermere or its affiliates may receive is limited to a return on ownership interest, and neither Windermere nor your broker will be paid a referral fee.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition to your purchase or sale of the Subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Penrith Home Loans LLC: Loan fees range from 0-3% of the loan amount depending upon the program and the buyer's qualifications.

CW Title and Escrow: Title insurance charges range from \$335 to \$7,500 depending upon the purchase price.

CW Title and Escrow: Escrow charges range from \$585 to \$4,161 depending upon the purchase price.

Moreland Insurance: Insurance premiums range from \$400 to \$5,000 depending upon the value and location of the property.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Windermere is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as a result of this referral. I understand that my broker will not receive any financial or other benefit as a result of this referral.

Client Signature

DATE

Client Signature

DATE



IMPORTANT INFORMATION CONCERNING YOUR DISCLOSURE RIGHTS AND OBLIGATIONS

Seller disclosure is one of the most important parts of a real estate transaction. Sellers need to know what information they are obligated to disclose, and Buyers need to understand their own duty of diligence and investigation. This Memo is provided by Windermere's attorneys as general legal information and not advice. Real estate brokers are not attorneys, and you should consult an attorney if you have any specific disclosure questions.

Information for Buyers

Most buyers expect far more disclosure from the seller than the law requires. Sellers have no duty to inspect their property or look for defects and may not even consider a condition a defect after living with it for years. Instead, Sellers have a limited duty to disclose material defects that substantially affect the physical condition of or title to the property and information that substantially adversely affects the value of the property.

Sellers typically have no duty to disclose neighborhood conditions or past events at the property. For instance, sellers usually have no legal duty to disclose the following conditions either at the property or in the neighborhood:

- Murders, suicides, rapes or other crimes;
- Ongoing criminal or gang activity in the neighborhood;
- Registered sex offenders in the neighborhood;
- Future development in the area; or
- Political or religious activities in the area.

If these or similar matters are of concern to a buyer, then the buyer should include an inspection and "Neighborhood Review" contingency in any agreement and follow through with the inspection.

Washington law imposes a duty of diligence on the buyer to fully investigate the property and any information provided by the seller. A buyer is charged with the knowledge that the buyer would have obtained with a diligent investigation. For example, a buyer who receives an inspection report identifying a possible defect has a duty to investigate further and may be barred from seeking compensation from the seller if the defect could have been discovered through further inspection. A diligent investigation is the best way for buyers to avoid problems after closing and for sellers to reduce their risk of claims. A diligent investigation often involves more than a standard home inspection.

Information for Sellers

Although the law provides sellers with many protections, it does not prevent unhappy buyers from starting a lawsuit, and most buyer lawsuits are not covered by insurance. Sellers should consider disclosure to be a form of insurance. By disclosing a condition, the seller shifts the burden of investigation to the buyer. By remaining silent, a seller risks the appearance of concealment and a lawsuit.

To prove fraudulent concealment, a buyer only has to prove that the seller had actual knowledge of a hidden defect and failed to disclose it. The buyer does not have to prove a seller's intent to deceive or hide the defect. At the same time, once the seller does disclose an actual or possible defect, the duty shifts to the buyer to exercise diligence and investigate. Instead of minimizing disclosures, a prudent seller will try to consider the property from the perspective of a buyer and then disclose what a buyer would want to know. Many of the conditions that lead to lawsuits would have been acceptable to the buyer if they had been disclosed in advance. Other conditions simply are not important enough to the buyer to fully investigate before purchasing a property. To maximize the benefit of disclosure law, sellers may want to make full disclosure of the property and neighborhood even if they have no legal duty to do so. It is usually better to be over-insured than not insured at all.

INSPECTOR REFERRAL DISCLOSURE

INSPECTOR REFERRAL DISCLOSURE. Washington State law requires that a real estate broker, who refers a home inspector to a buyer or seller with whom the broker has a current or past relationship including, but not limited to, a business or familial relationship, fully disclose in writing to the buyer or seller the nature of the relationship.

The undersigned real estate broker ("Broker") makes the following disclosure regarding the below Inspector(s) referred by Broker to Buyer/Seller:

A. _____
Name of Inspector

Nature of Relationship with Broker

B. _____
Name of Inspector

Nature of Relationship with Broker

C. _____
Name of Inspector

Nature of Relationship with Broker

Firm (Company)

By: (Broker) Date

Buyer/Seller hereby acknowledges receipt of a copy of this Inspector Referral Disclosure.

Buyer/Seller Date



What clients need to know about Fair Housing

At Windermere, being “all in” applies to every client. It means treating all people equally as we work with them toward their housing goals. It’s our commitment to the principles of Fair Housing practices for all and having zero tolerance for violations of those principles.

GOALS AND OBJECTIVES

It is your responsibility to provide clients with the information they need to make wise decisions for themselves and their future. Your task is to do your best to locate a home with the characteristics, location, and price they want, or to find a buyer that can satisfy their needs as a seller. It is also your task to provide them with enough information about current market conditions, including the sale prices of properties that have recently sold, to enable them to intelligently determine the price they are willing to pay or receive for a specific property.

Clients may seek out other kinds of information. Many buyers ask questions about the people who live in a neighborhood:

- “What kinds of people live here?”*
- “Are there many children in the neighborhood?”*
- “Are there any registered sex offenders nearby?”*
- “Is there much crime here?”*
- “Are there any especially noisy neighbors?”*

Sellers may ask similar questions:

- “What kind of people make good prospective buyers?”*
- “Who will fit well in this neighborhood?”*
- “Do unmarried couples make good buyers?”*

Such questions are outside the scope of your professional practice. Some of these questions raise Fair Housing issues, and all of them seek subjective judgments rather than objective information. Though this information may be important to buyers and sellers, they ought to be made aware of the laws that restrict their rights to make decisions based on such inquiries.

THE LAW

Federal law prohibits discrimination in a real estate transaction based on race, color, religion, familial status, sex, handicap, and/or national origin. In addition to federal prohibitions, state laws may prohibit discrimination on other bases, such as sexual orientation, veteran/military status, ancestry, and others.

Most standard purchase forms used throughout our network allow buyers to include a contingency for a “Neighborhood Review” period, which gives them time to make their own private decision about whether a neighborhood is right for them. Clients may ask what options exist in their area for this kind of contingency.

What clients need to know about Fair Housing

WHAT CLIENTS NEED TO KNOW ABOUT FAIR HOUSING

Sellers should be aware of the laws that prohibit choosing a buyer based on legally protected class status. Generally speaking, if a seller receives a bona fide offer on a property, the seller cannot refuse to sell to, or even refuse to negotiate with, the prospective buyer based on the aforementioned prohibited criteria. Sellers may not falsely represent that the home is no longer for sale, nor can they advertise the home with an indication of preference or limitation on what type of people may purchase it.

Real estate agents may not engage in any such practices either. In fact, you are prohibited from “steering” prospective buyers to specific neighborhoods based on the aforementioned criteria. Any agent who performs prohibited discriminatory practices on behalf of their principals subjects both themselves and their principals to liability.

A victim of discrimination may pursue a civil lawsuit or an administrative claim. The victim may seek a temporary restraining order, permanent injunction, actual damages, punitive damages, and attorney’s fees.

FURTHER RESOURCES

If a client asks for more information regarding Fair Housing, direct them to their local libraries’ resources on census figures in their neighborhood(s) of interest. Local police precinct stations and school districts can also provide statistical information to aid their research. Otherwise, much information is available on the Internet to help them determine which neighborhood best suits their needs.



FRAUD ALERT

Use Cashier's Checks. Only wire money as a last resort. If you wire money, call a known phone number first to verify the wire instructions.

Wire fraud in real estate transactions has become a national epidemic. Criminals are hacking into the email accounts of real estate brokers and escrow officers and duping buyers into sending earnest money, down payment or funds to close directly to the criminals via wire transfer. The hacker emails are often sent directly from the broker or escrow officer's own email account so they look just like the broker or escrow officer's actual email. The hacker usually sends wire instructions to the buyer requesting deposit of earnest money, down payment or funds to close. The buyer then unwittingly wires funds in accordance with the hacker provided wire instructions and the funds are sent directly to the hacker's own account, which is cleared-out in a matter of minutes.

Buyers and sellers need to be on alert whenever they are asked to send money to avoid becoming a victim of fraud. It is your loss if you wire money into a fraudulent account. The following best practices are strongly recommended to minimize the risk of becoming a victim:

- Deliver funds to the escrow agent or title company via cashier's check rather than wire transfer.
- If you must wire money, always call the intended recipient (usually an escrow agent or title company) at a known telephone number to verify the wire instructions.
- Do not trust contact information in emails, even emails that appear to be legitimate. The hackers will recreate legitimate looking signature blocks with their own telephone number and contact information. In addition, the hackers often include links to fake websites to further convince the victims of their legitimacy.
- Never click on any links in an unverified email. These links can lead to fake websites and sometimes contain viruses that make your computer – and your transaction – vulnerable to attack.
- If you receive a suspicious email, call or text the sender at a known number to confirm they sent the email.
- Never trust revised or changed wire instructions. It is very rare for a title company or escrow agent to change wire instructions.

Received and acknowledged by:

Buyer/Seller

Date

Buyer/Seller

Date



UNDERSTANDING REAL ESTATE AGENT COMPENSATION

Real estate transactions have a lot of moving parts. Understanding how each professional involved in a transaction is paid can be somewhat challenging. Also, since each transaction is unique, compensation structure and strategies can vary depending upon the circumstances. Windermere strives for complete transparency on all sides of the transaction to ensure that real estate agent compensation is known and understood. In that vein, here's how agent compensation works.

Who pays? Traditionally sellers paid one commission, typically a percentage of the sales price. From that commission the seller's agent would offer an amount to the buyer's agent. Under some current multiple listing service ("MLS") forms and rules, agent compensation is split into two distinct parts, the seller agent compensation and the buyer agent compensation. Most sellers offer to pay both agents compensation but there is no rule that mandates that a seller do so.

Does a Seller have to Offer Compensation to the Buyer's Agent? No, most MLS rules do not require a seller to offer compensation to the buyer's agent in order to list a property with the MLS.

Are Compensation Amounts Negotiable? Yes, both the seller agent compensation and the buyer agent compensation amounts are negotiable. A seller and their agent are free to negotiate the seller agent compensation and a buyer agent can negotiate the buyer agent compensation with the seller in certain circumstances. However, typically a seller cannot reduce the compensation amount offered to a buyer agent after a buyer agent submits an offer to purchase.

Do Buyer Agents have to Show Properties if there is no Buyer Agent Compensation Offered? No, most states have laws that excuse buyer agents from having to show their buyer clients properties for which there is no compensation offered to the buyer agent. Nonetheless, most agents will show these properties and ask that the buyer sign a buyer agency agreement promising buyer agent compensation. In those instances, the buyer's agent will typically include a request for the seller to pay the buyer agent compensation in an offer to purchase.

Do Buyers Ever Pay their Own Agent Compensation? Sometimes. Traditionally sellers have paid both agents compensation as a cost of selling a home. Compensation is typically not financeable so many buyers who stretch to buy a home may not have the financial wherewithal to pay their own agent. However, there is no rule or law that prohibits a buyer from paying their own agent in lieu of the seller paying the buyer agent.

Can Compensation Amounts Vary Depending Upon the Circumstances? Yes, modern MLS rules and forms often allow for dynamic compensation. For instance, a buyer agent might offer to reduce the amount of buyer agent compensation offered in a listing to make their client's offer stronger. A seller agent may agree to reduce the buyer agent compensation offered in a listing if the seller agent acts as a dual agent. Sometimes it works in the reverse and the more services an agent offers, the higher the compensation. For instance, a seller agent may require that compensation be increased if the buyer is unrepresented.

What's the Right Amount of Compensation? There is no right amount. Sellers, buyers, agents and brokerages must determine what amount of compensation is appropriate for them under the specific circumstances of each transaction.



SEWER SCOPE/INSPECTION ADVISORY AND ACKNOWLEDGMENT BY BUYER

Advisory

Sewer line problems can come as an unpleasant surprise to many new homeowners. Sewer line inspections (commonly referred to as a "Sewer Scope") are not ordinarily a part of the standard home inspection required by most lenders. As a result, many buyers elect to forego the additional costs associated with obtaining a Sewer Scope inspection. The result is that many homeowners do not know the condition of the sewer line in their new home.

Buyers of real estate are advised to obtain a Sewer Scope during the inspection period of their purchase and sale agreement. An inspection enables a Buyer to know the status and condition of the sewer line of a property. Often there may not be any apparent problems for the current homeowner. However, a broken pipe or partial blockage is a latent defect that may not be known by the present owner but can have damaging consequences to future owners.

Real estate brokers are not experts on sewer line issue and likely cannot tell whether there are any issues with the sewer line. Problems arise in both older and newer houses. Many homeowner insurance policies contain a basic exclusion for problems such as backups and breaks in side sewer lines. Obtaining an inspection before purchasing your home allows you to learn the status of the sewer line and negotiate with the Seller(s) for any necessary repairs or reductions in the purchase price.

Acknowledgment

BY SIGNING BELOW, the undersigned Buyer(s) hereby acknowledges and understands the disclosures made herein, and agrees that he/she shall not hold any real estate broker liable for any damages that may arise from sewer line issues or the damage to sewer pipes, or the existence of problems with the sewer line unless otherwise expressly agreed in writing.

Buyer

Date

Broker

Date

Buyer

Date