

John McInnis
AUCTIONEERS • APPRAISERS

TRUSTEE'S SALE of REAL ESTATE

The Loretta Iannuccillo Revocable Trust

AUCTION

~Property Information Packet~

191 ATLANTIC AVE -SALISBURY, MA

THURSDAY, OCTOBER 31st 2:00 pm

*Revised 10/29/2019- Please note changes to Purchase and Sale Agreement

PREVIEW:

Saturday, October 19th from 10-12 or by appointment

Auction Day: Registration one hour prior to sale



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76 MAIN STREET
AMESBURY, MASSACHUSETTS 01913
www.mcinnisauctions.com
1-800-822-1417
MA LIC# 770

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

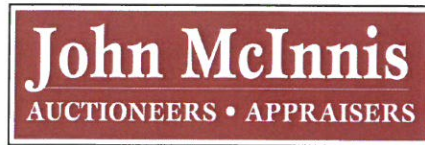
AUCTIONEER'S DISCLAIMER

THE INFORMATION SET FORTH IN THIS PACKET IS
BELIEVED TO BE CORRECT AND IS BEING MADE
AVAILABLE FOR INFORMATION PURPOSES ONLY. THE
TRUSTEE'S OF THIS PROPERTY AND JOHN MCINNIS
AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES
AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION,
JUDGEMENT AND INSPECTION OF THE PROPERTY AND
RECORDS. THIS PROPERTY IS TO BE SOLD ON AN "AS IS, WHERE
IS BASIS, WITH ALL FAULTS".

THE AUCTIONEER HEREBY DISCLOSES HE/SHE ARE ACTING
SOLELY AS AN AGENT FOR THE SELLER'S IN THE MARKETING,
NEGOTIATIONS AND SALE OF THIS PROPERTY. THE
PURCHASER(S) AGREE THAT THE SELLER'S AND AUCTIONEER
MAKE NO WARRANTY OF ANY KIND REGARDING THE
CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.

All information deemed reliable, buyer must verify



Dear Prospective Bidder,

Thank you for your inquiry on our upcoming Real Estate Auction per order of the Trustee to the Loretta Iannuccillo Revocable Trust.

The auction will be held on **Thursday, October 31st at 2 pm.** John McInnis Auctioneers is proud to offer this direct oceanfront parcel on the southern end of Salisbury Beach.

The Trustee has chosen auction, the accelerated method of marketing to sell this home because of their faith in the quick and simple process of selling real estate at auction. The Trustee is eager to sell this home and requests a closing within 20 days.

As you know the property is being sold "as is, where is, with all faults". Please attend our open house on Saturday, October 19th from 10-12 to view this parcel first hand. If you cannot make it, please call our auction gallery to schedule a showing.

The property is being sold subject to confirmation. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

Please remember to have the **\$25,000.00 bank check**, made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction. The sale is not contingent upon your ability to acquire mortgage financing. We encourage you to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Enclosed is a Sample Purchase and Sale Agreement for you and your attorney to review. There can be no changes made to the Agreement.

This information packet has been assembled for your convenience. Our experienced staff is readily available to assist you with any questions you may have regarding the property or the auction process. We welcome your calls. We look forward to seeing you at the auction and good luck with your bids!!

Sincerely,

John

John P. McInnis

TRUSTEE'S SALE of REAL ESTATE
The Loretta Iannuccillo Revocable Trust

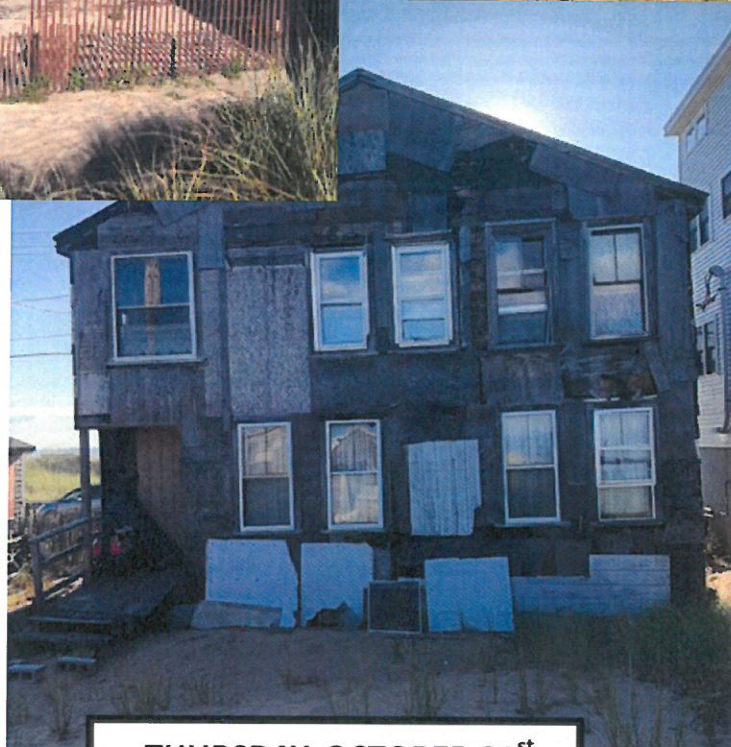
AUCTION



LOCATION! LOCATION! LOCATION!
Prime opportunity to build your
own ocean front retreat!
**TO BE SOLD TO THE HIGHEST
BIDDER**

*Subject to Confirmation
by the Trustee*

- Two Existing Structures
- Situated at near the South End
of Atlantic Ave
- Direct Ocean Front Location
with 180 degree view to the
Isles of Shoals and beyond
- Views of Salisbury Reservation



*Our firm has been hired by
the Trustee to sell this
prime ocean front property
at auction.*

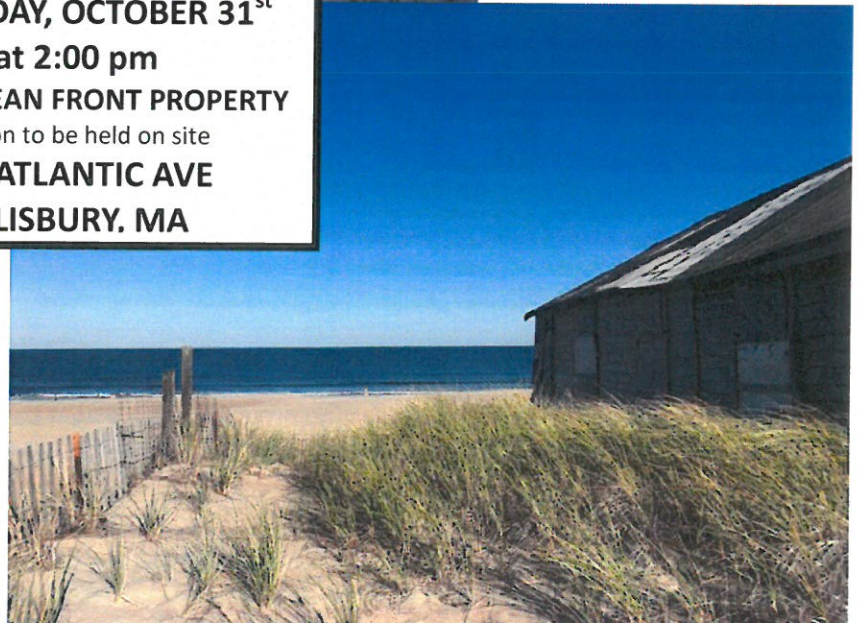
*The Trust is motivated to
sell this property quickly
and require a closing
within 20 days.*

Broker Participation
Invited

\$25,000 bank check to
register auction day

Preview:
Saturday, Oct 19
from 10-12 noon

**THURSDAY, OCTOBER 31st
at 2:00 pm**
PRIME OCEAN FRONT PROPERTY
Auction to be held on site
**191 ATLANTIC AVE
SALISBURY, MA**



TRUSTEE'S SALE of REAL ESTATE
The Loretta Iannuccillo Revocable Trust

AUCTION

191 ATLANTIC AVE -SALISBURY, MA

THURSDAY, OCTOBER 31st at 2:00 pm

.172 +/- acres

Terms of Sale: *A deposit of Twenty five thousand dollars (\$25,000.00) must be presented in cash, or bank check. Balance ON OR BEFORE 20 DAYS.*

- A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.
- B. Closing will take place on or before **20 days** from the auction unless otherwise agreed upon by Seller, in writing.
- C. The property is being sold **"as is, where is, with all faults"**. We encourage you to schedule an auction preview and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.
- D. Auction is subject to confirmation by the Trustee, who reserves the right to reject any bid.
- E. The property is **NOT** being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

All Information deemed reliable buyer must verify

TERMS & CONDITIONS OF SALE

1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts. **Massachusetts Auctioneer's License #770.**
2. The Seller is Loretta E. Iannuccillo, Trustee of the Loretta Iannuccillo Revocable Trust under a Declaration of Trust dated December 6, 2017, herein "Sellers".
3. This sale is of certain real property; land with buildings known as:

191 Atlantic Ave – Salisbury, MA

The property will be sold ***"AS IS, WHERE IS, WITH ALL FAULTS"***.
4. A description of said Property to be sold is contained herein. Said real estate is described in a deed recorded in the **Southern Essex Registry District of the Land Court Document No. 595760 as noted on Certificate of Title No. 91884.**
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Twenty Five Thousand Dollars (\$25,000.00)** in cash or bank check will be required at the time and place of the auction to register to bid on the property. Balance on or before **20 days**. No bid will be considered unless said bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected.
7. Auction will be conducted as a public auction and is **subject to confirmation by the Trustee to the Estate of Loretta Iannuccillo, who reserves the right to reject any bid.** The highest bidder will be the Buyer of the property, once the **Trustee** has confirmed the high bid. At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than **twenty (20) days** following the date of the Purchase and Sale Agreement.
9. Seller will convey good and marketable title to said property, free and clear of all encumbrances, except building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing of property and easements/right-of-way which exist on the face of the earth.

10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts Real Estate Bar Association**. Sellers shall have **30** days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.
11. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
12. The Buyer's commitment under the Purchase and Sale Agreement will **NOT** be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by the Buyer to perform.
13. The property is sold "***AS IS, WHERE IS, WITH ALL FAULTS***", and with all existing defects and without any warranties of any kind even as to fitness for a particular purpose, habitability or merchantability. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. BUYER agrees that SELLERS are not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expense for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.

THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATION MADE BY SELLERS OR HIS AGENTS.

14. Buyer acknowledges that the Property is to currently insured and agree that Seller shall not be required to purchase or maintain insurance on the Property prior to closing.
15. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.
16. The Auctioneer acts only as agent for the Seller(s).
17. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
18. Other terms or conditions may be announced at the sale.

REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

(hereinafter referred to as the "Agreement")

The undersigned Buyer, as the successful bidder at a certain auction of the real property described below, herein agrees to buy, and the undersigned Seller agrees to sell, the Property in accordance with the following terms and conditions.

1.SELLER:	BUYER(S):
ANTHONY IANNUCCILLO, TRUSTEE of the LORETTA IANNUCCILLO REVOCABLE TRUST UNDER A DECLARATION OF TRUST DATED DECEMBER 6, 2017	
ADDRESS: 5 Wood Dale Drive	ADDRESS:
Ballston Lake, NY 12019	
	TELEPHONE NUMBER:
2. PROPERTY: The land with the buildings thereon known as and numbered 191 Atlantic Avenue, Salisbury, Essex County, Massachusetts	DEED REFERENCE: Southern Essex Registry District of the Land Court Document No. 595760, as Noted on Certificate of Title No. 91884
3. BID PRICE (HAMMER PRICE):	\$
TOTAL PURCHASE PRICE:	\$
DEPOSIT required at time of registration on auction day to be held by John McInnis Auctioneers, receipt of which is acknowledged and is NON- REFUNDABLE, except as provided below.	\$25,000.00
BALANCE DUE AT TRANSFER:	\$

4. Transfer of Title: In accordance with the terms of the auction sale, said Property shall be transferred and the balance of the Total Purchase Price paid on or before 10:00am on **November 20, 2019**, the law office of Mead, Talerman & Costa, LLC, 30 Green Street, Newburyport, MA 01950 unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing" as the same may be modified pursuant to the terms of this Agreement). ***It is agreed that time is of the essence of this agreement.***

The acceptance and recording of a deed by Buyer or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or as stated herein to survive the delivery of said deed.

5. Said Property shall be transferred by a **QUITCLAIM** Deed running to Buyer, or to the nominee designated by Buyer by written notice to Seller at least five (5) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
- (a) Provisions of existing building and zoning laws;
 - (b) Such real estate taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (c) Intentionally Deleted;
 - (d) Any liens for municipal betterments assessed after the date of this agreement;
 - (e) Easements, restrictions and reservations of record, if any, so long as the same do not materially interfere with the use of said premises as a single-family residence.

In addition to the foregoing, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said Property, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

6. Following Seller's acceptance of Buyer's bid, Buyer shall have ten (10) calendar days to examine or cause to be examined the title and shall within that time notify Seller in writing of any defects in title that may render the title unmarketable in accordance with Paragraph 5 of this Agreement and the title standards adopted by the Massachusetts Real Estate Bar Association ("REBA"), whereupon the Seller shall use reasonable efforts to remove any defects in title, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days. The Seller shall not be obligated to expend more than \$1,500.00, inclusive of attorney's fees, but exclusive of voluntary monetary and municipal liens, and / or liens of or known to the Seller, pursuant to this paragraph. Seller shall notify Buyer in writing once Seller has effected such cure and the Parties shall close on a mutually acceptable day within a reasonable time thereafter.

7. If at the expiration of the extended time for performance pursuant to paragraph 6 above Seller shall have failed so to remove any defects in title as herein agreed, then any payments made under this Agreement, including without limitation the Deposit shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.
8. Buyer acknowledges that the Property is not currently insured and agree that Seller shall not be required to purchase or maintain insurance on the Property prior to Closing.
9. Real estate taxes and all municipal liens against the property shall be apportioned as of the Closing date.
10. To enable Seller to make conveyance as herein provided, Seller shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or in the case of mortgages granted by the Seller to institutional lenders or amounts due or liens issued by the Commonwealth of Massachusetts and its agencies which are paid in full from the sale proceeds pursuant to a written payoff statement, within a reasonable time after the delivery of said deed.
11. All deposits made hereunder, including without limitation, the Deposit, shall be held in escrow by John McInnis Auctioneers as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow holder *shall* retain all deposits made under this Agreement pending instructions mutually given in writing by the Seller and the Buyer or a final order of court of competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder.
12. If Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
13. This instrument is to be construed as a **Massachusetts Contract**; and is to take effect as a sealed instrument; set forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers or Sellers, their obligations here under shall be joint and several. For purposes of this Agreement, facsimile signatures and electronic signatures shall be construed as original.

14. **Risk of Defects.** The Buyer shall assume risk for any and all defects in the property. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the **"AS IS, WHERE IS, WITH ALL FAULTS"** condition and is subject to all laws and ordinances with all faults of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way has relied on any representation made by Seller or Auctioneer.
15. In the event the Buyer fails to fulfill Buyer's agreements herein, all deposits shall be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding and the new highest bidder executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Seller will retain the Buyer's deposit and Buyer shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation any attorney's fees.
16. Any and all representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf. The Buyer fully acknowledges that he or she has examined the real estate to be sold and is purchasing at public Auction and accepts the property "as is" as shown. **The sale is based on NO contingencies.**
17. The Seller and Buyers agree that the Auctioneer is exclusively responsible for conducting and orchestrating this real estate auction in that no commission is due to any other broker or agent except as follows: Buyer acknowledges that in the event he or she is represented by a licensed Real Estate Broker, such broker shall be entitled a commission fee, if, as and when the deed is recorded and the full purchase price is received by Seller and not otherwise, as outlined in the terms on the Broker Participation Form in our property information packet and the Broker should have pre-registered a Buyer twenty-four (24) hours prior to the auction.
18. **Lead Paint Law-** - The Buyer acknowledges that whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age. Buyer further acknowledges that he has been notified of said lead paint law by Seller and Auctioneer, and Buyer has waived the time permitted to inspect the premises for the presence of lead paint.

19. Prior to the Closing, Buyer and Seller shall cooperate to obtain and deliver to one another an unexpired certificate from the Town of Salisbury Fire Department waiving the requirement under MLG 148 Sec. 26F that said premises have been equipped with approved smoke and carbon monoxide detectors.
20. Buyer is aware of the 2018 Town of Salisbury Nor'easter Storm Notice, which advised the Seller of the following: "as a result of the recent Nor'easter storms of March 2018, we have determined that your home may have incurred significant damages." The provisions of this Paragraph shall survive the closing and delivery of the Deed hereunder.
21. All notices required to be given hereunder shall be in writing and deemed given when delivered in hand, or sent by certified or registered mail, postage prepaid, or by overnight courier, or by email transmission or facsimile telecommunication as follows:

If to the Seller: Jeffrey M. Poirier, Esq.
Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950
Phone: (978) 463-7700
Fax: (978) 463-7747
Email: jeff@mtclawyers.com

If to the Buyer:

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

22. Buyer represents and agrees that Buyer accepts the premises "AS IS" reasonable use and wear thereof excepted, and is not relying upon any representations of the Seller or Seller's agents regarding the premises (structural or otherwise), including, without limitation, as to the character, quality, use, value, habitability, quantity or condition of the premises, except as expressly set forth herein. Any statements which may have previously been made by the Seller, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. Buyer further acknowledges and agrees that this provision has been specifically negotiated between Seller and Buyer and that Seller would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this Paragraph shall survive the closing and delivery of the Deed hereunder.

23. Buyer warrants and represents to Seller and Seller represents and warrants to Buyer that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except any broker named in this Agreement and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the closing and delivery of the Deed hereunder.
24. In order to facilitate the execution of such documents extending the time for performance of any event that may occur under this Agreement, each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on his or her behalf any agreement extending such time for performance or give any notice that may be given under this Agreement and the Buyer and Seller shall be able to rely upon the signatures (including email transmissions) of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.
25. Seller has full authority to enter into this Agreement. Any reference to the category (single family, multi family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The Buyer understands that if this information is important to Buyer, it is the duty of the Buyer to seek advice from an attorney or written confirmation from the municipality.
26. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
27. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

Buyer -	Date	10/31/2019
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Buyer -	Date	10/31/2019
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The Seller accepts the offer and agrees to deliver the above described property at the price and upon the terms and conditions set forth.

Seller - Anthony Iannuccillo, Trustee of the Loretta Iannuccillo Revocable Trust under a Declaration of Trust dated December 6, 2017	Date	10/31/2019
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Auctioneer	Date	10/31/2019
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BUYER'S BROKER PARTICIPATION REGISTRATON FORM

Broker/Salesperson: _____
Agency: _____
Address: _____
Telephone Number: _____

Dear John McInnis Auctioneers,

As a licensed real estate broker/salesperson I, _____
License Number _____ (attach copy of Real Estate
License),
Wish to register my client:
Name: _____
Address: _____
Telephone Number: _____

For the upcoming auction of the following property: **191 ATLANTIC AVE – SALISBURY, MA**

Please accept opening bid amount of \$ _____.

A commission will be paid based on the following schedule to any properly licensed real estate broker whose Buyer/Bidder is the successful purchaser for this property and who actually closes and pays the Total Contract Sale Price for this property.

Up to a (3%) commission, on the High Bid, will be paid on any pre auction written opening bid of at least Seventy Percent (70%) of the high bid. The Broker Registration Form is attached herewith or available upon request. **IF AN OPENING BID IS NOT WRITTEN ON THE BROKER PARTICIPATION FORM OR DOES NOT EQUAL AT LEAST SEVENTY PERCENT (70%) OF THE HIGH BID, THEN ONLY A 1% COMMISSION OF THE HIGH BID WILL BE PAID TO THE BROKER. THE MAXIMUM BROKER PARTICIPATION WILL NOT EXCEED (2%) OF THE HIGH BID.**

TO EARN THE FOREGOING APPLICABLE COMMISSION, **BUYER BROKER MUST:**
BROKER MUST REGISTER HIS BUYER/BIDDER BY FILLING OUT THE BROKER REGISTRATION FORM, **IN FULL**, AND MUST FAX, MAIL OR EMAIL IT TO JOHN MCINNIS AUCTIONEERS AND TO BE RECEIVED NO LATER THAN 24 HOURS PRIOR TO AUCTION DATE. BROKER REGISTRATION FORMS SENT DIRECTLY TO SELLER **WILL NOT BE HONORED.**

- BROKER must show the property in person to his Buyer/Bidder.
- BROKER must attend and register with his Buyer/Bidder at the auction and encourage bidding.
- BROKER agrees that BROKER will not claim any exceptions to the foregoing procedures unless made in writing and signed by SELLER.
- BROKER agrees that no oral registration will qualify BROKER for commission.
- BROKER agrees that BROKER will not be entitled to a commission, if BROKER or any member of BROKER'S family or firm participates, as a principal at the Auction. BROKER shall give an affidavit to this effect, if requested.
- BROKER agrees that BROKER'S commission will be due upon final closing of the purchase by his Buyer/Bidder with all consideration paid in full.
- BROKER agrees that only the first registration of prospective Buyer/Bidder will be accepted and honored.
- BROKER agrees that commission will **ONLY** be paid at time of closing and will be disbursed by Escrow Agent.
- BROKER agrees that he shall hold harmless and indemnify John McInnis Auctioneers, including its reasonable attorney's fees, from any and all claims with regard to such commission.

No broker will be recognized on a prospect who has previously contacted Seller or John McInnis Auctioneers or has been previously contacted by Seller or John McInnis Auctioneers. A complete registration file on all prospects will be maintained. All registrations accepted by John McInnis Auctioneers will be acknowledged via e-mail and in writing at the auction registration desk.

There can be NO EXCEPTIONS to this procedure and no oral registrations will be accepted.

Registered Bidder: _____ Date: _____

Broker/Salesperson: _____ Date: _____

REAL ESTATE ABSENTEE BID FORM

I, _____ (Name)

Of, _____ (Address),

Wish to submit the following as my high bid on the following Real Estate:

Situated in the City/Town of: SALISBURY

Street Address: 191 ATLANTIC AVE

County: Essex

State of: Massachusetts

Amount of Bid: \$

I understand that John McInnis Auctioneers will be auctioning this property on: OCTOBER 31, 2019. If this bid is the highest bid for the subject property, I agree to execute a purchase and sale agreement in the amount for the subject property within forty-eight (48) hours after the sale. I recognize that John McInnis Auctioneers has been retained to conduct the above auction on behalf of the seller and that its acceptance and placement of my absentee bid is purely an accommodation on the part of John McInnis Auctioneers and I, my successors and assigns agree and convenient that no liability on the part of John McInnis Auctioneers is incurred by reason of its acceptance and placement of this bid and further, I hereby release and waive any claims against John McInnis Auctioneers of whatever nature arising out of or because of this bid. In the event that I or my personal representation should fail, refuse or neglect to execute an deliver a valid and binding purchase and sale agreement for the within property, if this absentee bid is the highest bid therefore, then my deposit in the amount of \$_____ which accompanies this bid shall be forfeited and I or my personal representatives may be liable for additional damages, costs and expenses incurred by the seller including attorneys fees. Furthermore, I have seen and fully understand the purchase and sales agreement for this property. If the auction is one with more than one property/lot/unit and my first choice above is not successful, I agree to place the same bid on the following:

_____.

DATE: _____, 2019

Witness

Signature

Print Name

DEPOSIT RECORDED:

CHECK NO: _____

\$ _____

Unofficial Property Record Card - Salisbury, MA

General Property Data

Parcel ID **31-37**
 Prior Parcel ID **LOT 69 --**
 Property Owner **IANNUCCILLO LORETTA E**
LORETTA IANNUCCILLO REVOCABLE
TRUST
 Mailing Address **9 BAYARD ST**
 City **LARCHMONT**
 Mailing State **NY** Zip **10538**
 ParcelZoning

Account Number **3200-A**
 Property Location **191 ATLANTIC AVE**
 Property Use **MULTI HOUSE**
 Most Recent Sale Date **9/6/2018**
 Legal Reference **91884/595760**
 Grantor **IANNUCCILLO,LORETTA E**
 Sale Price **1**
 Land Area **0.172 acres**

Current Property Assessment

Card 1 Value	Building Value 28,700	Xtra Features Value 0	Land Value 524,400	Total Value 553,100
Total Parcel Value	Building Value 59,700	Xtra Features Value 0	Land Value 524,400	Total Value 584,100

Building Description

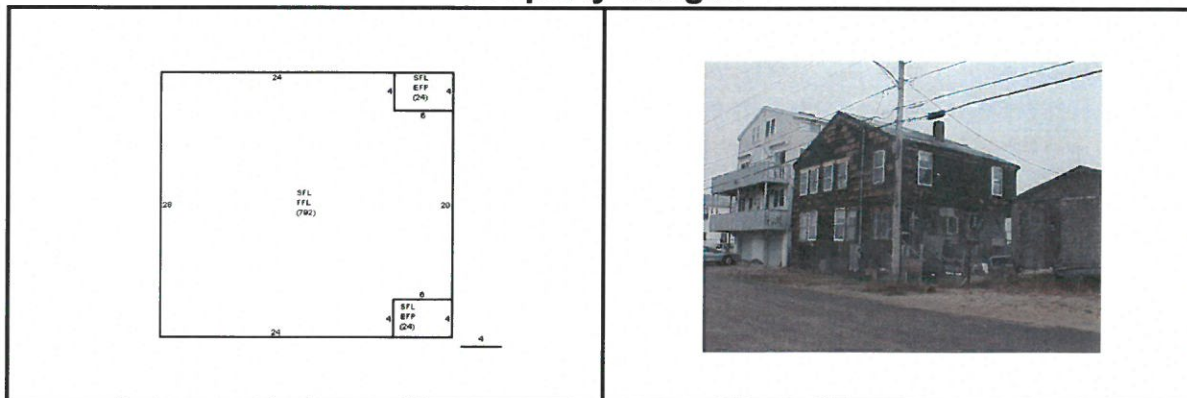
Building Style OLD STYLE	Foundation Type POSTS	Flooring Type SHT LIN/VNYL
# of Living Units 1	Frame Type WOOD	Basement Floor N/A
Year Built 1940	Roof Structure GABLE	Heating Type NONE
Building Grade AVERAGE	Roof Cover ASPHALT	Heating Fuel NONE
Building Condition Poor	Siding ASPH SHINGLE	Air Conditioning 0%
Finished Area (SF) 1632	Interior Walls DRYWALL	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 1	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.172 acres of land mainly classified as MULTI HOUSE with a(n) OLD STYLE style building, built about 1940 , having ASPH SHINGLE exterior and ASPHALT roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

QUITCLAIM DEED

I, Loretta E. Iannuccillo, a widowed woman, of 9 Bayard Street, Larchmont, Westchester County, New York, for nominal consideration, grant to Loretta E. Iannuccillo, Trustee of The Loretta Iannuccillo Revocable Trust w/d/t dated December 6, 2017, of 9 Bayard Street, Larchmont, New York, as evidenced by Certificate of Trust recorded herewith, with

Quitclaim Covenants:

That land situated in Salisbury in the County of Essex, Commonwealth of Massachusetts, bounded and described as follows:

WESTERLY by the easterly line of Atlantic Avenue fifty (50) feet;
NORTHERLY by lot 70, as shown on plan hereinafter mentioned, one hundred fifty (150) feet;
EASTERLY by land now or formerly of the Salisbury Beach Associates fifty (50) feet;
and
SOUTHERLY by lot 68, as shown on said plan, one hundred fifty (150) feet.

All of said boundaries are determined by the Land Court to be located as shown upon plan numbered 3200-A, drawn by John P. Titcomb, Civil Engineer, dated January 2, 1911, as modified and approved by said Court, filed in the Land Registration Office, a copy of a portion of which is filed with Original Certificate of Title 1247 in the Southern Registry District of the Land Court of Essex County, and the above described land is shown as Lot 69, Block 8, Sheet 16, thereon.

There is appurtenant to the above described land a right of way to the ocean across the easterly boundary of said lot.

The above described land is subject to reservations and provisions as described in deed from Walter Coulson et. Al., Trustees, to John Booth, dated July 24, 1919, and filed as Document 6457 in said Registry, so far as now in force.

The Land Court has further certified that said land is under operation and provisions of Chapter 185 of the General Laws and that the title of said Elena Franciosa and Anthony C. Iannuccillo to said land was registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting and subject also as aforesaid; and to any rights mentioned in Decree of the Land Court, filed as No. 2377 in said Registry, so far as applicable.

Being the same premises shown on Transfer Certificate No. 48234, registered on September 6, 1978 with the Southern Essex Registry District of the Land Court in Book 219, Document No. 167228.

191 Atlantic Avenue, Salisbury, MA



John McInnis

AUCTIONEERS • APPRAISERS

SELLER'S DISCLOSURE

Property:

191 ATLANTIC AVE SALISBURY MA

John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY: <u>PUBLIC</u> PRIVATE	Town/City: <u>SALISBURY</u>
Type of System:	Not Known
Malfunctions:	Not Known
Date of Installation:	Not Known
Date of Most Recent Water Test:	Not Known
INSULATION DISCLOSURE:	
Attic:	Not Known
Exterior Walls:	Not Known
SEPTIC SYSTEM DISCLOSURE:	
Size: N/A:	Not Known
Location: N/A:	Not Known
Malfunctions: N/A:	Not Known
SEWERAGE: <u>PUBLIC</u> PRIVATE	Town/City: <u>SALISBURY</u>
KNOWN HAZARDOUS MATERIALS DISCLOSURE:	
Asbestos	Not Known
Lead Based Paint	Not Known
Radon	Not Known
Underground Tanks	Not Known

Potential Purchasers are encouraged to seek information from any professionals in any of these areas regarding a specific issue.

[Signature]
Seller's Signature

SEPT. 27, 2019
Date

Seller's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617)-624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

What is lead poisoning? How do children become lead poisoned?

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

What are the symptoms of lead poisoning? How is it detected?

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

What is the treatment for lead poisoning?

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

Are children under six years old the only ones at risk of lead poisoning?

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these symptoms and who have been exposed to lead should consider being screened for lead. Those

who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

What are the dangers of lead paint in homes, and when was it used?

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

Can routine home repairs cause lead poisoning?

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove leaded paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.

Can I do some of the deleading myself?

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

Is there financial help for deleading?

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

Does deleading improve the value of my property?

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally deleaded home, whether it is a single-family or multi-family, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

What surfaces must be deleaded for full compliance with the Massachusetts Lead Law?

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- * any peeling, chipping or flaking lead paint, plaster or putty;
- * intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- * intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

What is interim control?

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully deleaded. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for

interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be delead, if a child under six still lives there, for the owner to remain free of strict liability.

Does my family have to be out of the house during deleading or interim control work?

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

Are there any exemptions to the Massachusetts Lead Law?

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

What are the requirements of the state Lead Law if there is a lease with an option to buy?

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it delead or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

How can I find out about how lead inspections, risk assessments and deleading should be done?

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain

very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

How do I get a lead inspection or risk assessment?

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

What is the best time to delead or undertake interim control?

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

What is a Letter of Compliance and a Letter of Interim Control?

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

RENTAL PROPERTY INFORMATION

What liability do rental property owners have if they don't comply with the state Lead Law?

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

Can I avoid state Lead Law requirements by not renting to a family with children under six?

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume the risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment delead or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

Must a landlord arrange temporary housing for a tenant while a rental home is being delead?

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being delead. During the time the home is being delead, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

What is tenant notification?

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

INSURANCE INFORMATION

How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. **Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property.** If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it insures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

If I own and occupy a single-family house, does my homeowners insurance cover lead liability?

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

How are new owners affected by the lead liability insurance regulations?

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deleaded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some

time after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

What happens next?

That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children *before* those children are lead poisoned is so important.

Where can I get more information on lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, and full range of
information on owners' and tenants' rights and
responsibilities under the state Lead Law, financial help
for owners, safe renovation work, and soil testing)
www.mass.gov/dph/clppp
(781)-774-6611, 1-800-532-9571

Massachusetts Department of Labor/
Division of Occupational Safety
(List of licensed deleaders)
www.mass.gov/dos
(617)-626-6962

Massachusetts Housing Finance Agency
(Get the Lead Out loan program information)
www.masshousing.com
(617)-854-1000

U.S. Environmental Protection Agency
Region 1 (New England)
(Information about federal laws on lead)
<http://www.epa.gov/region1>
(617)-918-1524

National Lead Information Center
(lead poisoning information or lead in
consumer products)
www.epa.gov/lead or 1-800-424-LEAD

U.S. Consumer Product Safety
Commission (Info about lead in
consumer products)
www.cpsc.gov or 1-800-638-2772

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

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

Required Federal Lead Warning Statement:

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

Seller's Disclosure

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

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

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

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

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

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

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

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

(c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.

(d) _____ Purchaser or lessee purchaser has received no documents.

(e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) _____ Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(g) _____ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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

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