

WILLIAM RAVEIS



EXCLUSIVE RIGHT TO SELL AGREEMENT

[With Consent to Designated Agency and Consent to Dual Agent Representation]

DATE: 06/09/2026

LIST PRICE: \$ 789,000.00

This **EXCLUSIVE RIGHT TO SELL AGREEMENT** (hereinafter the "Agreement"), concerns the property located at 510 N Dennis Rd, Yarmouth Port, MA 02675. In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to **William Raveis – Cape Cod, LLC, a Massachusetts Limited Liability Company** (hereinafter the "Listing Broker") the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth. Seller certifies that he/she has authority to enter into this Agreement.

1. **TERM:** The term of this Agreement shall be from June 10, 2026, to and including December 10, 2026, as the same may be extended. Upon full execution of an Agreement for the Sale of the property, all rights and obligations under this Listing Agreement will automatically extend through the date of the actual closing of the property and may not be revoked or canceled once the Agreement for Sale has been executed by Seller.

2. **THE LISTING BROKER AGREES:** To use reasonable efforts to procure a ready, willing and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.

3. **THE SELLER AGREES:** To refer all inquiries and offers for the purchase of said property to the Listing Broker and cooperate with the Listing Broker in every reasonable way.

4. **THE LISTING BROKER IS GRANTED THE SOLE AUTHORITY TO:** (a) advertise the property; (b) post "For Sale" signs on the property; and (c) place a lock box on the property to facilitate entry by cooperating brokers and others authorized to examine the property.

5. **SUBMISSION OF LISTING TO MULTIPLE LISTING SERVICE:** Seller hereby authorizes Listing Broker to submit the property to the Multiple Listing Service(s) ("MLS" or "MLS") for publication to and by its participants. Upon such authorization, identification of the MLS(s) to be used shall be determined by Listing Broker. Seller agrees to provide complete, accurate information concerning the property on the Multiple Listing Service(s) or other Listing fact sheet. Listing Broker is authorized to submit this Agreement to the MLS' determined by Listing Broker if so required. Seller agrees to other brokers displaying the property on their web site(s) as part of the Internet Data Exchange program or otherwise. Listing Broker may display the property on its websites. Seller agrees that neither the provider of the MLS' nor Listing Broker are responsible for errors or omissions appearing in the MLS'. Seller authorizes Listing Broker to provide timely notice of status changes of this Exclusive Right to Sell Agreement and to provide sales information including selling price upon sale of the property to any agreed upon MLS'.

6. **BROKER'S COMPENSATION: NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

- (a) Seller shall pay Listing Broker compensation in the amount of 3 % of the gross sale price and \$295.
 (b) Listing Broker has explained that an offer to purchase may include a request for Seller to pay buyer broker compensation. Please check one of the following options:

☒ Seller is open to compensating a buyer broker.

☐ Seller is not open to compensating a buyer broker.

Seller is neither required to offer compensation nor required to accede to any cooperating broker's request for compensation. The cooperating broker is an intended third-party beneficiary of this Agreement with the right to enforce the same.

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7. **THE SELLER SHALL PAY:** the above compensation if:
- (a) during the term of this Agreement a buyer is procured ready, willing, and able to buy said property, or any part thereof: (i) in accordance with the price, terms and conditions of this Agreement (even if the Seller refuses to accept such an offer, for any reason); or (ii) upon such other price, terms and conditions as shall be acceptable to the Seller; whether or not the transaction proceeds; or
 - (b) during the term of this Agreement the said property, or any part thereof, is sold, conveyed or becomes subject to an agreement to purchase or option to purchase, through the efforts of anyone, including the Seller; or
 - (c) within 180 days after the expiration, cancellation or termination of the term of this agreement or any extension, said property, or any part thereof, is sold, conveyed or becomes subject to an agreement to purchase or option to purchase, to any person who was introduced to said property during the aforementioned term or extension. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.

Once an offer has been accepted in writing and a transaction is pending, the Listing Broker shall have no obligation to present future offers to the Seller unless instructed to do so by the Seller in writing.

The Seller requests that Listing Broker present all offers, including back-up offers, up until closing. JC [initial here if desired]

8. **RENTAL OF PROPERTY:** Seller will pay compensation in the amount of 1 month(s) rent to Listing Broker if during the term of this Agreement:
- (a) Seller enters into a lease of the property. Seller understands that if Seller or anyone else secures a tenant, then Listing Broker is still due the full compensation.
 - (b) Seller will also pay compensation in the amount of 0 month(s) rent to Listing Broker if there is a renewal and/or extension of the lease.
 - (c) Seller understands that "Tenant at Will" agreements will be treated as a one-year lease.
 - (d) Seller will pay Listing Broker the compensation at the time the lease is signed by both parties.
 - (e) If the Seller sells the property, directly or indirectly, to the tenant at any time after the lease is signed, Seller will pay Listing Broker additional compensation of 3 % of the gross sale price.
 - (f) Seller will pay Listing Broker the same compensation if, within 180 days after this agreement expires, Seller leases the property to anyone who saw the property through Listing Broker or any licensee, including a tenant's broker, during the term of this agreement or any extension thereof, provided no new exclusive right to lease agreement becomes effective during that same period.

9. **PROMOTION:** Listing Broker is granted the sole and exclusive right to photograph the property and to distribute information about the property, including electronic images, and to control the marketing of the property.

10. **SELLER'S REPRESENTATIONS:** (a) the Seller understands and agrees that the property will be marketed in compliance with all applicable fair housing laws; (b) the Seller agrees to remain solely responsible for the care and maintenance of the property, whether the property is occupied or vacant, and agrees that Listing Broker is not responsible for theft of personal property from the property; and (c) the Seller represents that any information furnished to the Listing Broker in connection with the property is true, accurate and complete. The Seller authorizes the Listing Broker to disclose such information to a buyer or prospective buyer and other agents and brokers and to print or publish the same in connection with the performance of the Listing Broker's services under this Agreement. The Seller agrees to hold harmless and indemnify the Listing Broker for disclosure of any such information in connection with this Agreement. The Seller agrees to pay any costs, including attorney's fees, which Listing Broker may incur to collect any compensation due to Listing Broker under this Agreement.

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11. CONSENT TO DESIGNATED AGENCY: A designated agent is a real estate licensee who has been appointed by a broker or salesperson to represent a buyer as a “designated buyer’s agent” or to represent a seller as a “designated seller’s agent.” When a buyer or seller consents to designated agency only that designated agent represents the buyer or seller. Any other agents affiliated with the broker may represent another party to the transaction and by consenting to designated agency the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. Seller is further advised that: (a) the designated seller’s agent will represent the Seller and will owe the Seller the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing broker will not represent the Seller nor will they owe the other duties specified in paragraph (a) to that Seller, and may potentially represent the buyer; and (c) if designated agents affiliated with the same broker represent the Seller and buyer in a transaction, the appointing broker shall be a dual agent and neutral to any conflicting interests of the Seller and buyer, but will continue to owe the Seller and buyer the duties of confidentiality of material information and to account for funds. **By signing this Agreement, Seller consents to designated agency.** If Listing Broker is a designated agent for buyer and seller in a transaction, a notice will be given. The designated agent(s) for the Seller is/are:

Sharon K. Dixon

~~**12. CONSENT TO DUAL AGENT REPRESENTATION:** Seller understands that the designated seller’s agent with whom Seller is working also represents buyers and that if the designated seller’s agent introduces the property to a buyer who is also represented by the agent, a “dual agency” will be created. The designated seller’s agent may act as a dual agent who represents both prospective buyer and seller with their informed written consent. A dual agent is authorized to assist the buyer and seller in a transaction, but shall be neutral with regard to any conflicting interests of the buyer and seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds. Seller understands that material information received from either client that is confidential may not be disclosed by a dual agent, except (1) if disclosure is expressly authorized, (2) if such disclosure is required by law, (3) if such disclosure is intended to prevent illegal conduct, or (4) if such disclosure is necessary to prosecute a claim against a person represented to defend a claim against the broker or salespersons.~~

~~This duty of confidentiality shall continue after termination of the brokerage relationship. When the agent with whom the seller is working is a dual agent, the broker with whom the agent is affiliated is also a dual agent and shall remain neutral as to any conflicting interests of the buyer and Seller. **By signing this Agreement, Seller consents to have the designated seller’s agent(s) act as a dual agent.** Except as previously provided, this dual agency shall not extend to other licensees affiliated with Listing Broker. If dual agency occurs in a transaction, a notice of dual agency will be given.~~

13. ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the parties hereto and shall be construed under the laws of the Commonwealth of Massachusetts. No modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

This document creates binding legal obligations. For legal advice, consult an attorney. This Agreement shall be binding upon the Listing Broker and Seller and their respective heirs, successors, executors, and assigns.

14. Additional Terms and Conditions:

Buyers will need to present ID prior to entering home.

15. WIRE FRAUD: Seller should not wire transfer any funds at any time without calling the intended recipient to confirm wiring instructions as email confirmation may not provide sufficient security.

16. RECORDING DEVICE: Seller ☒ does/ ☐ does not (please check one) have recording devices on the property.

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17. ARBITRATION: In this Section, William Raveis-Cape Cod, LLC, and its parent companies, affiliates, owners, members, shareholders, directors, franchisees, subsidiaries, employees, and agents are collectively referred to as “Broker-Related Party;” Broker-Related Party and Seller are individually referred to as a “party,” and, collectively, the “parties.” Any Broker-Related Party may enforce this Section and this agreement (in this Section, the “Contract”). Agreement to Arbitrate: Seller and Broker-Related Party agree to resolve any dispute, claim, or controversy arising out of or relating to their relationship or this Contract, its interpretation, enforcement, or breach (collectively, “Claims”) by binding arbitration that is administered by the American Arbitration Association (“AAA”) and conducted pursuant to the AAA’s Consumer Arbitration Rules. The arbitration will be conducted before a single arbitrator and be conducted in Shelton, Connecticut. The arbitrator’s award may be confirmed by any court of competent jurisdiction. The only exceptions to this arbitration provision are that the Seller (1) is not required to arbitrate Claims that the Seller is authorized by law or regulation to file in an administrative agency, commission, or board, unless the law or regulations governing these types of Claims require or allow you to first bring them in arbitration; and (2) may bring in small claims court any individual claim that is within the jurisdiction of the small claims court. Jury Waiver & Class Action Waiver: **THE PARTIES WILL HAVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT THEY ARE HEREBY GIVING UP THEIR RIGHTS TO RESOLVE THEIR CLAIMS IN A COURT, JURY TRIAL AND CLASS ACTION.** All Claims must be brought individually for resolution in arbitration, and thus the parties agree that they will not (a) seek to represent the interests of any other person or join or consolidate any Claims by or against third parties; and (b) bring, join, or maintain any Claims (in arbitration or otherwise) where the party or another person seeks to act (i) as a representative or member of a class, collective, or mass action or class arbitration, (ii) in the general-public interest, or (iii) in any private-attorney-general capacity.

18. ENVIRONMENTAL HAZARDS: Federal law requires the Seller of “target property,” which is generally property built prior to 1978, to disclose the presence of lead-based paint or lead-based paint hazards and to furnish any records, reports, inspections, or other documents in Owner’s possession concerning these items. Seller must provide the lead-based paint disclosure (if applicable) and authorizes Listing Broker to disclose the information contained therein. Seller understands that Federal law gives any buyer of a non-exempt target property a 10-calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated to purchase the target housing. Seller understands potential serious health risks can occur due to the presence of environmentally hazardous conditions (such as lead, asbestos, and radon); and, therefore, Seller must disclose any known evidence of knowledge.

Receipt and Acceptance: Seller hereby acknowledges receipt of a copy of this Agreement.

Seller

Signature: Julianne Capobianco

Date: 06/10/2026

Seller

Name: Julianne Capobianco

Seller

Signature: _____

Date: _____

Seller

Name: _____

No. & Street: _____

City, State, Zip Code: _____

Cell Phone Number: _____

Email Address: violetjewel@comcast.net

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Listing Broker: William Raveis-Cape Cod, LLC

Sales Agent Signature: Sharon K. Dixon **Date:** 06/09/2026

Sales Agent Name: Sharon K. Dixon

Sales Manager Signature: Hildur Thompson **Date:** 06/12/2026

Sales Manager Name: Hildur Thompson

Office Address: 923 Route 6A, Unit BB/CC Yarmouth Port MA 02675



Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

<http://www.mass.gov/ocabr/licensee/dpl-boards/re/>

MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE

THIS IS NOT A CONTRACT

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific residential property. If there is no personal meeting between you and the licensee, this form must be presented electronically or through some other means before the licensee enters into a contract with a consumer. Residential property is defined as land with a building intended for use as a one to four-unit residential dwelling or the purchase or sale of land on which a building is intended to be constructed for use as a one- or two-unit residential dwelling. In the event this relationship changes an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a licensee to provide advice, assistance and representation to you as your agent. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: ☒ Seller's agent ☐ Buyer's agent ☐ Facilitator

If seller's or buyer's agent is checked above, the licensee must complete the following section:

Check one: ☐ Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the

☐ Seller ☐ Buyer

☒ Designated Agency

Only the licensee named herein represents the

☒ Seller ☐ Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

Sharon K. Dixon

Signature of Licensee

Sharon K. Dixon

Printed name of Licensee

9518180

License #

☒ Broker ☐ Salesperson

06/09/2026

Today's Date

William Raveis RE & Home Serv.

Name Real Estate Brokerage Firm

7987

Brokerage Firm License #

Julianne Capobianco

Signature of consumer

Julianne Capobianco

Printed name of consumer

☐ Buyer ☒ Seller

06/10/2026

Today's Date

Signature of consumer

Printed name of consumer

☐ Buyer ☐ Seller

Today's Date

☐ Check here if the consumer declines to sign this notice.

Last Revised September 20, 2021

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

MASSACHUSETTS MANDATORY RESIDENTIAL HOME INSPECTION DISCLOSURE

Pursuant to Massachusetts regulation 760 CMR 74.00 *Residential Home Inspection Waivers*, this form must be signed by the buyer and seller prior to signing the first written contract to purchase a Residential Property in Massachusetts (unless one of the exceptions under 760 CMR 74.00 applies). Residential Property and Home Inspection shall be defined pursuant to 760 CMR 74.02.

Limitations on Home Inspection Waivers:

Every seller of Residential Property is notified that M.G.L. c. 143, § 101 and 760 CMR 74.00 prohibit a seller from accepting an agreement to purchase contingent upon waiver, limitation, or restriction of buyer's choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). A buyer of a Residential Property may choose to have the premises inspected by a licensed home inspector of the buyer's choice. If the buyer chooses to have a Home Inspection, the buyer shall have a reasonable period of time after the full execution of the first written contract, as agreed to by the seller and the buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the buyer.

Seller's Disclosure

Pursuant to 760 CMR 74.00, Seller warrants and represents that the agreement to purchase is not, and in no event shall be, contingent upon waiver, limitation, or restriction of Buyer's choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). Seller agrees and acknowledges that Buyer may choose to have the premises inspected by a licensed home inspector of the Buyer's choice. The Seller further agrees, warrants, and represents that, if the Buyer chooses to have a Home Inspection, the Buyer shall have a reasonable period of time after the full execution of the first written contract as agreed to by the Seller and the Buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the Buyer.

Buyer's Acknowledgment

Each buyer hereby acknowledges that they may choose to have the premises inspected by a licensed home inspector of the buyer's choice and acknowledges that this disclosure has been provided to the buyer herein.

Agent's Acknowledgment

Seller's agent hereby acknowledges that each seller has been informed of the seller's obligations under 760 CMR 74.00 and further acknowledges that this disclosure has been provided to each seller and buyer herein.

Certification of Accuracy

The following parties have reviewed the information above and certify that the information they have provided is true and accurate.

Property Address:

510 N Dennis Rd

Yarmouth Port MA 02675

Julianne Capobianco

Signature of Seller

Julianne Capobianco

Print Name of Seller

06/10/2026

Date

Signature of Seller_____
Print Name of Seller_____
Date_____
Signature of Buyer_____
Print Name of Buyer_____
Date_____
Signature of Buyer_____
Print Name of Buyer_____
DateSharon K. Dixon

Signature of Seller's Agent*

Sharon K. Dixon

Print Name of Seller's Agent*

06/09/2026

Date

*Seller acknowledges that a Seller Agent was **not** involved in this transaction.

WILLIAM RAVEIS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(To comply Real Estate Settlement Procedures Act, 24 CFR 3500, Appendix D)

This is to give you notice that William Raveis Real Estate, Inc., William Raveis-AFA, LLC, William Raveis-Massachusetts, LLC, William Raveis-Cape Cod, LLC, William Raveis-Nantucket, LLC, William Raveis-Andover, LLC, William Raveis-New York, LLC, William Raveis-New York City, LLC, William Raveis-Hamptons, LLC, William Raveis-Florida, LLC, William Raveis-Palm Beach, LLC, William Raveis-Collier County, LLC, William Raveis-Rhode Island, LLC, William Raveis-South Carolina, LLC and William Raveis-Carolina, LLC (real estate brokers who provide complete home selling and home finding services, including relocation and employee assistance [collectively hereafter referred to as "BROKER"]), have a business and affiliated relationship with (1) William Raveis Mortgage, LLC ("Raveis Mortgage"), a mortgage lender; (2) Kelsey-New York, LLC ("Kelsey-N.Y.") and/or The Kelsey Company (collectively "Kelsey"), a title abstract and title agency companies; (3) William Raveis-Bryant Title, LLC d/b/a Bryant Title, a title insurance agency; and (4) William Raveis Insurance Agency, LLC ("Raveis Insurance"), an insurance agency providing, among other things, homeowners insurance. We are pleased to recommend each of these companies. BECAUSE OF THIS BUSINESS RELATIONSHIP AND/OR AFFILIATION, THIS REFERRAL MAY PROVIDE BROKER AND/OR ITS OWNERS WITH A FINANCIAL OR OTHER BENEFIT.

[A] Set forth below is the estimated charge or range of charges for the settlement services listed. While we encourage you to use Raveis Mortgage, Kelsey and Raveis Insurance, YOU ARE NOT REQUIRED TO DO SO as a condition for the settlement of your loan on or purchase, sale, or refinance of your home or property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE WHETHER YOU ARE RECEIVING THE BEST SERVICES AND/OR THE BEST RATES FOR THOSE SERVICES.

Origination Charge to Raveis Mortgage (when acting as Lender)	\$1,090 - \$1,590 + 0% - 5% of the loan amount depending on the interest rate
Broker Compensation to Raveis Mortgage (when acting as Broker)	0% - 3% of the loan amount
Title Exam / Search to Kelsey (CT & NY only)	\$400 - \$450
Title Insurance to title insurer used by Kelsey (CT & NY only)	\$705 (for \$200,000 standard Lender's policy only) to \$990 (for \$250,000 Enhanced Owner's policy which includes Enhanced Lender's policy). Cost will be based on actual loan amount and purchase price and property state.
Hazard/Homeowner's Insurance to Raveis Insurance	\$200 - \$300/Yr per \$100,000 of replacement coverage
Flood Insurance to Raveis Insurance	\$405 - \$1,180/Yr for \$250,000 in dwelling coverage dependent on property Flood Zone and elevation of building

[B] Set forth below is the estimated charge or range of charges for the settlement services of an attorney, credit reporting agency, or real estate appraiser that Raveis Mortgage, as your lender, will require you to use, as a condition of your loan on this property, to represent its interests in the transaction.

Appraisal Fees	Based on property type, condition & location and loan type
To AV Appraisal Management Group	\$390 - \$860
To StreetLinks	\$385 - \$835
Inspection Fees	
To AV Appraisal Management Group	\$150 - \$200
To StreetLinks	\$100 - \$200
Credit Report Fees to Kroll Factual Data	\$15 - \$125 (depending on the number of borrowers & credit updates)

I/we have read this disclosure form and understand that BROKER is referring me/us to purchase the above-described services and BROKER or its owners may receive a financial or other benefit as the result of that referral.

Julianne Capobianco
Customer Name (Please Print)

Julianne Capobianco
Customer Signature

06/18/2026
Date

Customer Name (Please Print)

Customer Signature

Date

BARNSTABLE COUNTY COMPREHENSIVE WASTEWATER DISCLOSURE

Property Information

Property Address: 510 N Dennis Rd, Yarmouth Port, MA 02675

Property Town: Yarmouth

Sewage Status: The property listed above uses an on-site, subsurface sewage disposal system (such as a septic system or cesspool.) It is NOT connected to a Town sewer system.

Part 1: Septic & Nitrogen Sensitive Areas

Under Massachusetts law, certain areas are protected to prevent nitrogen pollution in our water.

☒ YES. This property is in a Nitrogen Sensitive Area (NSA)*

☐ NO. This property is NOT in a Nitrogen Sensitive Area (NSA)*

**Status information verified via the Massachusetts Department of Environmental Protection (MassDEP) [Nitrogen Sensitive Area Address Lookup Map](#) as of the date of this document.*

What This Means For You

If the property is located within a Nitrogen Sensitive Area (NSA), the following regulations apply:

1. **The Upgrade Requirement.** Under Title V regulations (310 CMR 15.215(2)(a) or (b), you may be required to upgrade your septic system to Best Available Nitrogen Reduction Technology (BANRT). This must typically be completed within 7 years of the area being designated as an NSA.
2. **Regulatory Exemption (Watershed Permits).** Your town may have applied for or given Notice of Intent (NOI) to apply for a Watershed Permit. If granted, individual homeowners may be exempt from the mandatory 7 year upgrade.
 - **Action Required:** The permits are town-specific. Questions as to whether the town will seek exemption are to be directed to the local town Board of Health.
3. **Property Transfers & Improvements.** Note that a town may require an upgrade to a BANRT system whenever a property is sold or significantly improved, regardless of the NSA designation date or Watershed Permit Status.

Where to Get More Information

For detailed questions regarding specific property and local requirements, please consult the following resources:

- **Local Government:** Contact the town Board of Health for the town where the property is located.
- **State Regulations:** View the full MassDEP Title V requirements at the Massachusetts Department of Environmental Protection website.
- **Financial Assistance.** Financial assistance may become available to cover the cost of an upgrade of an existing system if required. Questions regarding financial assistance should be directed to the Town where the property is located and the MassDEP. Barnstable County has financial assistance for homeowners through the Barnstable County Aquifund.

Part 2: Sewer Connection Disclosure

This property may be subject to a municipal sewer assessment or abatement program presently in place, or to be put in place, that will likely be enforced by the town where the property is located. This Advisory and Disclosure is made exclusively upon information publicly or generally known at the time of execution and offers no specific, enforceable warranties or guaranties.

Towns may issue a sewer assessment or abatement even if the property owner does not consent or does not participate or hook up to the sewer system itself. A property owner may have no lawful right to challenge that assessment or abatement and the property owner is obligated to pay the town or face resulting tax and legal consequences.

Buyers are encouraged to contact the Town Collector, Town Assessor, or other Town official designated for assessments to determine whether a sewer assessment program exists or is being discussed, and the extent of any expected sewer assessment costs.

The terms and conditions of a sewer assessment or abatement may be changed at any time by the local municipality pursuant to the scope of its legal authority. They may change after the date that this Advisory and Disclosure is signed.

SELLER'S DISCLOSURE: By signing below, the Seller states that the information provided in this document is true and accurate to the best of their knowledge as of the date signed.

Julianne Capobianco
SELLER (Please Print Name)

SELLER (Please Print Name)

Julianne Capobianco 06/10/2026
SELLER (Signature) (Date)

SELLER (Signature) (Date)

BUYER'S ACKNOWLEDGEMENT: By signing below, the Buyer acknowledges that they have received and read this Disclosure.

BUYER (Please Print Name)

BUYER (Please Print Name)

BUYER (Signature) (Date)

BUYER (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.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

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 lead 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 delead 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 delead 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 delead. 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 deleaded, 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 deleaded 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 deleaded 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 deleaded?

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 deleaded. During the time the home is being deleaded, 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 ensures 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 (check 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 checked 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) SKD 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.

Julianne Capobianco

06/10/2026

Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date

Sharon K. Dixon

06/09/2026

Agent

Date

Agent

Date

Address of Property 510 N Dennis Rd, Yarmouth Port, MA 02675

SIGN REQUEST

DATE: _____

VENDOR: _____ OFFICE NUMBER: (508) 280-3443

ADMIN MGR: Hildur Thompson OFFICE NAME: William Raveis RE & Home Serv.

AGENT NAME: Sharon K. Dixon

PROPERTY ADDRESS: 510 N Dennis Rd, Yarmouth Port, MA 02675

COLOR OF HOUSE: Grey Shingle STYLE OF HOUSE: Cape

OWNER(S) NAME: Julianne Capobianco

SERVICE REQUESTED: ☒ INSTALLATION ☐ REMOVAL ☐ REPAIR ☐ MOVE ☐ ADDTYPE OF SIGN: ☒ STANDARD ☐ LUXURY PROPERTYTYPE OF RIDERS: ☒ COMING SOON ☐ LAND ☐ FOR RENT ECS☒ NAME RIDER ☐ BRANDED AGENT ☐ OTHER _____

REMARKS: _____

PLACEMENT INSTRUCTIONS - Please advise if there are any sprinkler systems, invisible fences, or any other underground objects and if so, please specify exact sign placement by using a flag or marker. Also, if this is an association or managed property that you are representing as the Seller/Landlord, please ensure that you are permitted to install a sign. If Land, be specific & describe sign placement by using a flag/marker where you would like the sign.

UNDERGROUND OBJECTS ☐ NONE ☒ SPRINKLERS ☐ DOG FENCE ☐ POWER LINES
☐ OTHER _____

REMARKS: no remarks

Julianne Capobianco

Seller's/Landlord Signature

06/10/2026

Date

SL-5.15.25 v.3

WILLIAM RAVEIS

NOTICE TO SELLER/LANDLORD ABOUT SIGN INSTALLATION

Dear Seller/Landlord:

Neither William Raveis Real Estate, Mortgage & Insurance nor the sign installation vendor will be responsible for any damages to the sprinkler systems, invisible fences or any other underground objects if we are not advised of their location when the order for the sign is placed.

Any expense for the repair or damage to underground objects will be borne by the homeowner. Please advise your agent where you would like the sign placement so there will be no misunderstanding.

Thank you.

Julianne Capobianco

Seller's/Landlord Signature

Sharon K. Dixon

Agent Signature

06/10/2026

Date

06/09/2026

Date

**COMING SOON AND
DEFERRAL OF SHOWINGS FORM**

Use this form if the Seller wants to defer Showings of the Property identified below (the "Property") after the Listing is Filed, either in a Coming Soon ("off-market") status or in an Active ("on-market") status – or both, in sequence. The Participant or Office Manager must use the Office Management tool in Pinergy to allow listing offices to post Coming Soon listings before agents can post them. If you have any questions, please contact MLS PIN Customer Care at 1-800-695-3000, option 1.

Property Address: _____
 (Street) (Town) (State)

Listing Office ID: AN0910 Listing Agent ID: A8002062

✓ Coming Soon (“off-market”). Use this option if the Seller wants the Listing Filed in the Coming Soon (“off-market”) status and does not want the Listing to become New (“on-market”) **until the following date:** _____ (the “Active List Date”), which must be no later than 21 calendar days after the Filing of the Listing as Coming Soon. Unless the “Deferral of Showings” option is also selected below, Showings must begin on the Active List Date. While the Listing is Coming Soon, MLS PIN will not syndicate the Listing to third-party websites that display “on-market” Listings.

***Until the later of the Active List Date or the Deferred Showings End Date specified above, neither the Listing Broker, any other real estate brokerage firm, nor any agent may show the Property to any individual or entity seeking to acquire an interest in the Property.**

PLEASE NOTE: Unless the Seller affirmatively instructs the Listing Broker to hold all offers to purchase until a later specified date, Massachusetts regulations require the Listing Broker to present all offers to the Seller forthwith. For non-Massachusetts Listings, consult the appropriate state real estate laws and regulations.

Name of Participant/Office Manager (Please Print)	Sharon K. Dixon	/ 06/09/2026
Signature of Participant/Office Manager		Date

Name(s) of Owner(s)/Seller(s) (Please Print)

Signature(s) of Owner(s)/Seller(s)

Date

Name(s) of Owner(s)/Seller(s) (Please Print) *Signature(s) of Owner(s)/Seller(s)* *Date*