



LEAD-BASED PAINT DISCLOSURE - SALES

Property Address or Legal Description:

Lead Warning Statement

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

Seller's Disclosure

- A. Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- i. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- ii. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and reports available to the Seller (check (i) or (ii) below):
- i. Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- ii. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

_____ By execution of this disclosure, Buyer acknowledges receipt of copies of all information listed above including receipt of the pamphlet, "*Protect Your Family from Lead in Your Home*".

This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 5 p.m. on _____ [Insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "*Protect Your Family from Lead in Your Home*" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will

correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer to remove this contingency and take the property in "as is" condition or this agreement shall become void. The Buyer may remove this contingency at any time without cause.

_____ Buyer hereby waives this contingency. (initial).

Agent's Acknowledgement (initial).

_____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

Certification of Accuracy

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

SELLER(S)

BUYER(S)

_____, Seller Date _____, Buyer Date

_____, Seller Date _____, Buyer Date

_____, Agent Date _____, Agent Date