

LEAD-BASED PAINT ADDENDUM to Purchase/Lease Agreement



Including... LEAD-BASED PAINT TESTING CONTINGENCY

Property Address:

This Property Excluded From Disclosures: Seller/Lessor(s) hereby states that this property is excluded from the legal requirement to disclose the existence of lead-based paint and/or lead-based paint hazards in the housing because this housing was constructed after 1978. ("Constructed after 1978" means that either a construction permit was obtained or construction of this housing was started after January 1, 1978).

_____/____ [Seller/Lessor(s) to put "x" mark in box and initial, if applicable.]

For SALES: DISCLOSURE OF INFORMATION and ACKNOWLEDGMENT OF LEAD BASED PAINT HAZARDS

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

Seller's Disclosure [initial(s)]

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

Listing Agent's Acknowledgment [initial]

- _____(C) Listing Agent has been informed... and has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment [initial(s)]

- _____(D) Purchaser has received copies of all information listed above.
- _____(E) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- _____(F) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Lead-Based Paint Testing Contingency: This contract 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 purchaser's expense until 9:00 p.m. on the day that is _____calendar-days after contract acceptance date. [Insert the number 10, or other number of calendar-days, as mutually agreed upon].

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and correction needed, 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 settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have ___days to respond to the counter-offer or remove this contingency at any time without cause.

- **Intact Lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.**

For RENTALS/LEASES: DISCLOSURE OF INFORMATION and ACKNOWLEDGMENT OF LEAD BASED PAINT HAZARDS

Lead Warning Statement: Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure [initial(s)]

- _____(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - Lessor 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 one below):
- Lessor has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

 - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Listing Agent's Acknowledgment [initial(s)]

- _____(C) Listing Agent has been informed... and has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment [initial(s)]

- _____(D) Lessee has received copies of all information listed above.
- _____(E) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Certification of Accuracy [To be signed and dated by ALL parties in all sales and leases]
 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller/Lessor _____ Date: ___/___/___ Purchaser/Lessee _____ Date: ___/___/___

Seller/Lessor _____ Date: ___/___/___ Purchaser/Lessee _____ Date: ___/___/___

Lising Agent _____ Date: ___/___/___ Selling/Leasing Agent _____ Date: ___/___/___