

LEAD-BASED PAINT DISCLOSURE ADDENDUM

1 Property Address or Tax ID # _____
 2 _____

3 This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A copy of the completed Addendum
 4 may be treated as an original.

5 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978
 6 is notified such property may present exposure to lead from lead-based paint, which may place young children at risk of developing lead poisoning.
 7 Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
 8 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential
 9 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
 10 possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is
 11 recommended prior to purchase.

12 **SELLER'S AGENT'S ACKNOWLEDGMENT: Seller's Agent Initials Required:** _____
 13 Agent has informed the Seller of the Seller's obligations under 42 USC 4852d and is aware of their responsibility to ensure compliance.

14 **SELLER'S DISCLOSURE:**

- 15 1. Seller must check either (a) or (b) below regarding the presence of lead-based paint and/or lead-based paint hazards:
 16 (a) Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing. (*explain*)
 17 _____
 18 _____
 19 (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 20 2. Seller must check either (a) or (b) below regarding records and reports available to the Seller:
 21 (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint
 22 hazards in the housing: (*list documents below*)
 23 _____
 24 _____
 25 (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

26 **BUYER'S ACKNOWLEDGMENT:**

- 27 1. Buyer has received copies of all information listed at 2(a) above. **Buyer Initials** _____ / _____
 28 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. **Buyer Initials Required** _____ / _____
 29 3. Buyer must check either (a) or (b) below, confirming Buyer has:
 30 (a) Pursuant to the provisions contained in the "Lead-Based Paint Inspection" section of the Real Estate Sale Agreement, received
 31 a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based
 32 paint and/or lead-based paint hazards; or
 33 (b) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint
 34 hazards.

35 **RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD:**

36 If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by
 37 Seller unless waived pursuant to Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real Estate Sale
 38 Agreement within ten (10) calendar days (or other mutually agreed upon period) which shall commence on the day following the date of delivery by
 39 Buyer giving written notice of cancellation to Seller. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to Buyer, and
 40 this transaction shall be terminated.

41 **CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):**

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

44 Buyer _____ Date _____ a.m. _____ p.m. ←
 45 Buyer _____ Date _____ a.m. _____ p.m. ←
 46 Seller _____ Date _____ a.m. _____ p.m. ←
 47 Seller _____ Date _____ a.m. _____ p.m. ←
 48 Buyer's Agent _____ Date _____ a.m. _____ p.m. ←
 49 Seller's Agent _____ Date _____ a.m. _____ p.m. ←