

LEAD-BASED PAINT DISCLOSURE ADDENDUM

Buyer(s) _____
Seller(s) _____
Property Address or Tax ID # _____ (the "Property")

This Lead-Based Paint Disclosure Addendum (this "LBP Disclosure Addendum") must be part of every Real Estate Sale Agreement for the sale of property containing one or more structures built before 1978 currently used or intended for use as a residence.

1. LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified such property may present exposure to lead from lead-based paint, which 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.

2. SELLER'S AGENT'S ACKNOWLEDGMENT: Agent has informed Seller of Seller's obligations under 42 U.S.C. § 4852d and is aware of Agent's responsibility to ensure compliance with 40 C.F.R. 745 Subpart F.

Seller's Agent(s) Initials Required: _____ / _____

3. SELLER'S DISCLOSURE:

(a) Seller must select either (i) or (ii) below regarding the presence of lead-based paint and/or lead-based paint hazards:

(i) Seller has knowledge of lead-based paint and/or lead-based paint hazards at the Property. (*explain*)

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

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(b) Seller must select either (i) or (ii) below regarding records and reports available to Seller:

(i) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards at the Property. (*list documents*) _____

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

4. BUYER'S ACKNOWLEDGMENT:

(a) Buyer acknowledges receipt of the statements made by Seller in Section 3 (Seller's Disclosure).

(b) If Seller has selected item 3.(b)(i) of the Seller's Disclosure, Buyer (*select one*) has has not received the documents listed above. If Buyer selected "has not," Buyer may terminate this transaction before the earlier of receipt of those documents or Closing. If Buyer selected "has not" and later receives those documents, Buyer will subsequently have no right to terminate under this LBP Disclosure Addendum and will initial here: Buyer Initials _____ / Date _____

(c) Buyer has received the EPA pamphlet "*Protect Your Family from Lead in Your Home*" which is attached to this LBP Disclosure Addendum.

(d) Buyer must select either (i) or (ii) below, confirming Buyer has:

(i) received a ten (10) calendar 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.

5. RIGHT OF TERMINATION: Buyer has the right to terminate the Sale Agreement:

(a) by giving Seller Notice of termination during the LBP Contingency Period described in the Sale Agreement; or

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(b) any time before Seller delivers to Buyer or Buyer's Agent both (i) EPA Pamphlet "*Protect Your Family from Lead in Your Home*," and (ii) any information, records, or reports available to Seller regarding lead-based paint and/or lead-based paint hazards at the Property.

However, Buyer has no right to terminate under this LBP Disclosure Addendum if Buyer closes this transaction, or if Buyer waives the right to conduct a risk assessment or inspection in Section 4 (Buyer's Acknowledgment). Upon termination, all Deposits will be promptly refunded to Buyer. If requested by Seller, Buyer will Deliver to Seller a copy of Buyer's written reports or evaluations, if any, with the Notice of termination. Buyer's failure to Deliver to Seller the Notice of termination during the LBP Contingency Period will constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period will automatically expire.

6. CERTIFICATION OF ACCURACY: The Parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____ a.m. p.m. ←
Print _____

Buyer _____ Date _____ a.m. p.m. ←
Print _____

Seller _____ Date _____ a.m. p.m. ←
Print _____

Seller _____ Date _____ a.m. p.m. ←
Print _____

Buyer's Agent 1 _____ Date _____ a.m. p.m. ←
Print _____

Buyer's Agent 2 _____ Date _____ a.m. p.m. ←
Print _____

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Seller's Agent 1 _____ Date _____ a.m. p.m. ←
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Seller's Agent 2 _____ Date _____ a.m. p.m. ←
Print _____

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