

## 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.

**LEAD-BASED PAINT HAZARDS DISCLOSURE AND INSPECTION CONTINGENCY ON REVERSE**

PROPERTY \_\_\_\_\_

SELLER \_\_\_\_\_

BUYER \_\_\_\_\_

DATE OF AGREEMENT \_\_\_\_\_

1. **SELLER'S DISCLOSURE** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property, **unless checked below.**

Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) \_\_\_\_\_

2. **SELLER'S RECORDS/REPORTS** Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, **unless checked below.**

Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents): \_\_\_\_\_

3. **BUYER'S ACKNOWLEDGMENT** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement on the front of this form. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards in paragraph 1 and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified in paragraph 2.

4. **LEAD-BASED PAINT ASSESSMENT/INSPECTION CONTINGENCY**

Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has 10 DAYS (unless otherwise negotiated) to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

**WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment and/or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the terms of the RELEASE paragraph of this Agreement.

**ELECTED.** Contingency Period:  10  days from the Execution Date of this Agreement.

(A) **Within the Contingency Period,** Buyer, at Buyer's expense, may choose to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards.

(B) **Within the Contingency Period,** Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.

(C) Seller may, within  7  DAYS of receiving the list and report(s), submit a Written Corrective Proposal ("Proposal") to Buyer. The Proposal will include, but not be limited to, the corrections to be performed, the name of the remediation company and a projected completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the projected completion date.

(D) **If Seller submits a Proposal,** Buyer will, within  5  DAYS:

- 1. Accept the Proposal and the Property in writing, and agree to the terms of the RELEASE paragraph of this Agreement, OR
- 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the TERMINATION & RETURN OF DEPOSITS paragraph of this Agreement.

(E) **If Seller does not submit a Proposal** within the time set forth in paragraph (C) above, Buyer will, within  5  DAYS:

- 1. Accept the Property in writing, with the information stated in the report(s) and agree to the terms of the RELEASE paragraph of this Agreement, OR
- 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the TERMINATION & RETURN OF DEPOSITS paragraph of this Agreement.

**If Buyer fails to exercise any of Buyer's options or to terminate this Agreement within any of the time periods stated in this paragraph, Buyer will accept the Property and agree to the terms of the RELEASE paragraph of this Agreement.**

5. **BROKER'S/LICENSEES' CERTIFICATIONS** The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief. The Licensees involved in this transaction have informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.

6. **BUYER/SELLER CERTIFICATION** By signing this Addendum, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BROKER FOR SELLER (Company Name) \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

BROKER FOR BUYER (Company Name) \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_