



LEAD-BASED PAINT DISCLOSURE

*Federal law mandates that Sellers of **housing constructed prior to 1978** must complete certain Lead-Based Paint Disclosure requirements. These should be completed **before the Buyer makes an offer** and certainly before the Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any agreement to purchase such housing.*

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.

Property Address: _____

Seller Disclosure

Seller to check one box below:

(a) Presence of lead-based paint and/or lead-based paint hazards

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Seller to check one box below:

(b) Records and reports available to Seller.

☐ 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:

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

Buyer Acknowledgment

(c) Buyer has (check one box below):

☐ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

☐ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ (initial) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

Contingency

Buyer to check one box below:

☐ Agreement is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date**.

☐ Buyer **waives the opportunity to conduct a risk assessment or inspection** for the presence of lead-based paint and/or lead-based paint hazards.

Licensee Acknowledgment (initial or enter N/A if not applicable)

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

____ Buyer's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. **(Only required if the Buyer's Agent receives compensation from the Seller.)**

Certification of Accuracy

The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER

____ at ____ o'clock ☐ am/ ☐ pm

Date

SELLER

____ at ____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

____ at ____ o'clock ☐ am/ ☐ pm

Date

BUYER

____ at ____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE LICENSEE FOR SELLER

____ at ____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE LICENSEE FOR BUYER

____ at ____ o'clock ☐ am/ ☐ pm

Date

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

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