



## LEAD-BASED PAINT DISCLOSURE

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

### 4 Lead Warning Statement

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

13 Property Address: \_\_\_\_\_

### 14 Seller Disclosure

#### 15 Seller to check one box below:

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

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

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

#### 20 Seller to check one box below:

21 (b) Records and reports available to Seller.

22  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:  
23 \_\_\_\_\_

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

### 26 Buyer Acknowledgment

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

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

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

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

### 33 Contingency

#### 34 Buyer to check one box below:

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

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

This form is copyrighted and may only be used in real estate transactions in which \_\_\_\_\_ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

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

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

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

45 **Certification of Accuracy**

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

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

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

51 **SELLER**

53 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
54 **Date**

51 **SELLER**

53 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
54 **Date**

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

56 **BUYER**

58 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
59 **Date**

56 **BUYER**

58 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
59 **Date**

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

61 **REAL ESTATE LICENSEE FOR SELLER**

63 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
64 **Date**

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

66 **REAL ESTATE LICENSEE FOR BUYER**

68 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
69 **Date**

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

*NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

This form is copyrighted and may only be used in real estate transactions in which \_\_\_\_\_ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Copyright 2015 © Tennessee Association of Realtors®  
RF209 – Lead-Based Paint Disclosure, Page 2 of 2

Version 07/01/2025