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 contract 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 <u>one</u> box below:

□ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.

□ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. If no reports or records are available, Seller shall indicate as such.

_____

_____

Buyer Acknowledgment

1) Buyer has received copies of all records, reports and information listed above (if any);
2) Buyer has read the Lead Warning Statement (above) and understands its contents;
3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at http://www.hud.gov);
4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

Buyer to check <u>one</u> box below:

□ Contract 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.

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Licensee Acknowledgment

Licensees have informed the Seller's obligations under 42 U.S.C. § 4852d as amended and are aware of listing and selling licensees' duty to ensure compliance.

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.

_____	_____
BUYER	**BUYER**
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

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

_____	_____
SELLER	**SELLER**
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

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

_____

REAL ESTATE LICENSEE FOR 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

For Information Purposes Only:

_____	_____
Listing Company	Selling Company
_____	_____
Independent Licensee	Independent Licensee

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