

SAMPLE FORMAT

Lead-Based Paint Disclosure Addendum

Property Case #: _____
Property Address: _____

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.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

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

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ 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).

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

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

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

(e) _____ Purchaser has a 15-day contingency period from the date of its signature below to exercise the option to conduct a lead-based paint inspection or risk assessment at its own expense for the presence of lead-based paint and/or lead-based paint hazards. The Purchaser may withdraw from this purchase obligation by providing written notice to the Seller on or before this date. The Purchaser will be entitled to a refund of earnest money if the Purchaser obtained an independent lead-based paint inspection or risk assessment performed by a Certified Lead-Based Paint Inspector or Risk Assessor, as applicable, and the Purchaser provides the Seller with a copy of the lead-based paint inspection or risk assessment report.

Agent's Acknowledgment (initial)

(f) _____ Selling Broker is aware of his/her responsibilities to ensure compliance with 42 U.S.C. 4852d.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date

Purchaser Date Purchaser Date

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Selling Broker/ Agent	Date	Selling Broker/Agent	Date
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cc: HX-9139, Chron-9176, Donahoe-9180

HUFA:DONAHOE:jd/ct	8/25/03	J:\Jerry\Lead Disclosure – Interim Form 8.19.03
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Donahoe	Washington	Sampedro	McCloskey	Coonts	Cassidy