

**LEAD-BASED PAINT DISCLOSURE ADDENDUM**

**SELLER HAS RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller’s possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller Acknowledgement and Contingency Period**

Seller has knowledge regarding lead-based paint and/or lead-based paint hazards. Records, reports and other information are available for downloading and review from the property listing website, and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires fifteen (15) calendar days from the date of the Purchaser’s signature below. Because the Purchaser had access to lead records, reports and other available information before submission of the bid, the Purchaser may withdraw from the purchase contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser’s notice of withdrawal), but is not entitled to a refund of earnest money, unless the Purchaser obtained an independent lead-based paint inspection or risk assessment performed by a Certified Lead-Based Paint Inspector or Risk Assessor and the Purchaser provides the Seller with a copy of the inspection or risk assessment report.

The records or reports indicate that:

\_\_\_\_\_ No lead-based paint or lead-based paint hazards were found.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated and Seller has already completed the required stabilization. The lead-based paint stabilization plan and the lead clearance report are available for downloading from the

property listing website, and have been provided to the Purchaser as evidenced by the signature(s) below. No further stabilization is planned.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated. Seller has caused a lead-based paint stabilization plan and cost estimate to be prepared. The lead-based paint stabilization plan and cost estimate are available for downloading from the property listing website, and have been provided to the Purchaser as evidenced by the signature(s) below.

### **Financing Type (Selling Broker to initial applicable item)**

\_\_\_\_\_ No FHA Financing: If the purchase of this property is not being financed with an FHA-insured loan, the Seller will not complete any additional lead-based inspection, beyond that which has already been conducted, paint stabilization or clearance. The Purchaser has a contingency period, which expires 15 days from the date of the Purchaser's signature below, to review records and reports provided by the Seller and to conduct an independent inspection or risk assessment.

\_\_\_\_\_ Any FHA Financing, and no deteriorated lead-based paint was found.

\_\_\_\_\_ Any FHA Financing Except 203(k): This property is being sold with FHA insured financing under a program other than a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found. If the Seller has not already done so, the Seller agrees to procure a visual assessment and lead-based paint inspection and stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance before the settlement date or any extensions thereof.

\_\_\_\_\_ FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. The Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

### **Purchaser Acknowledgement (initial applicable items)**

\_\_\_\_\_ Purchaser has received the EPA-approved pamphlet "Protect Your Family From Lead In Your Home."

\_\_\_\_\_ Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.

\_\_\_\_\_ Purchaser has received a 15-day opportunity to conduct a lead-based paint inspection or risk assessment for the presence of lead-based paint and/or lead-based paint hazards.

**Selling Broker Acknowledgements (initial)**

\_\_\_\_\_ Selling Broker is aware of his/her responsibility to ensure compliance with the disclosure of information concerning lead upon the transfer of residential property in 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.

\_\_\_\_\_ (Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Co-Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Selling Broker) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Seller) \_\_\_\_\_, 20\_\_ (date)

## LEAD-BASED PAINT DISCLOSURE ADDENDUM

### SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: \_\_\_\_\_  
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#### **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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### **Inspection Contingency**

Seller has no knowledge and no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date of the Purchaser's signature below, to conduct at the Purchaser's expense, an independent lead-based paint inspection or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection or risk assessment performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides the Seller with a copy of the inspection or risk assessment report.

#### **Financing Type (Selling Broker to initial applicable clause)**

\_\_\_\_\_ No FHA Financing: The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead-based paint and/or lead-based paint hazards.

\_\_\_\_\_ Any FHA Financing Except 203(k): This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution the Seller will procure a lead-based paint inspection and deliver the inspection report to the selling broker (or to Purchaser if he or she is not represented by a selling broker) by overnight

delivery service along with a paint stabilization plan (if deteriorated lead-based paint is found), cost estimate, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan, cost estimate, and supplemental Lead-Based Paint Disclosure Addendum. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the inspection report and the Purchaser does not exercise its option to withdraw from the sales contract, the Seller will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance before the settlement date or any extensions thereof.

\_\_\_\_\_ FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution the Seller will procure a lead-based paint inspection and will deliver the inspection report to the selling broker (or to Purchaser if he or she is not represented by a selling broker) by overnight delivery service along with a paint stabilization plan (if deteriorated lead-based paint is found), cost estimate , and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan, cost estimate, and supplemental Lead-Based Paint Disclosure Addendum. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the inspection report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

### **Purchaser Acknowledgement (initial)**

\_\_\_\_\_ Purchaser has received the EPA-approved pamphlet "Protect Your Family From Lead In Your Home."

\_\_\_\_\_ Purchaser has received a 15-day opportunity to conduct a lead-based paint inspection or risk assessment for the presence of lead-based paint and/or lead-based paint hazards.

**Selling Broker Acknowledgement (initial)**

\_\_\_\_\_ Selling Broker is aware of his/her responsibility to ensure compliance with the disclosure of information concerning lead upon the transfer of residential property in 42 U.S.C. 2852d.

**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.

\_\_\_\_\_ (Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Co-Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Selling Broker) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Seller) \_\_\_\_\_, 20\_\_ (date)