

Lead Paint Disclosure (Sale)

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

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 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 (initial)

A) The residential dwelling located on the property was built (choose one below and put initials by choice):

_____ In 1978 or thereafter (if you initial this line please disregard (b) and (c) below and sign and date where indicated on the bottom of this form).

_____ Prior to 1978.

B) Presence of lead-based paint and/or lead-based paint hazards (choose one below and put initials by choice):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain on a separate sheet of paper, sign it and attach it to this form).

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

C) Records and reports available to Seller (choose one below and initial by choice):

_____ 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 on a separate sheet of paper, sign it and attach it to this form).

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

Purchaser's Acknowledgement (initial)

_____ D) Purchaser has received copies of all information listed and on any attached sheets above.

_____ E) Purchaser the pamphlet Protect Your Family from Lead in Your Home can be found online at <http://www.hud.gov/offices/lead/outreach/leadpame.pdf>
If you have trouble with the online file please contact First American Title.

F) Purchaser must choose either (I) or (II) below and put Purchaser's initials next to the choice made:

I. The obligations of Purchaser under the purchase and sale agreement are contingent upon Purchaser obtaining a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's expense prior to midnight of the tenth calendar-day after Purchaser executes this addendum. This contingency will automatically terminate at that time unless, prior to the time Purchaser (or Purchaser's agent) delivers to Seller (or Seller's agent) a written consent addendum listing the specific existing lead paint-based deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within 5 days after receipt of Purchaser's proposed addendum, elect in writing to provide Purchase with a credit for the costs of correcting the condition(s) at the time of settlement. If Seller does not elect to provide Purchaser with a credit, or if Seller makes a counter-offer Purchaser shall have 5 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or the purchase and sale agreement shall become void. Purchaser may remove this contingency at any time by written notice to Seller.

II. Purchaser waives the opportunity to conduct a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

G) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and on any attached sheets and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date