



# LEAD-BASED PAINT DISCLOSURE FOR RESIDENTIAL SALES ADDENDUM



## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER (the "Agreement"). This Addendum is referenced in the Agreement and pertains to the following Property: \_\_\_\_\_

### 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 (initial)

- \_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ 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 one below):

- ☐ 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).  
\_\_\_\_\_  
\_\_\_\_\_

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

### Buyer's Acknowledgment (initial)

- \_\_\_\_ (c) Buyer has received copies of all information listed above.  
\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.  
\_\_\_\_ (e) Buyer has (check one below):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Licensee's Acknowledgment (initial)

- \_\_\_\_ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

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

_____ SELLER	_____ DATE	_____ BUYER	_____ DATE
_____ SELLER	_____ DATE	_____ BUYER	_____ DATE
_____ LISTING LICENSEE	_____ DATE	_____ SELLING LICENSEE	_____ DATE

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.