



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

(Required for residential dwellings built prior to 1978)

KS

Dwelling(s) located at:

Seller Name(s) Dustin E. Albesta 1940

Approximate date(s) built:

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.

DA Seller's Disclosure (initial)

☒ 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.

☐ Records and reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based 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.

DA 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 of the presence of lead-based paint 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.

DA Existing Agent's Acknowledgment (initial)

☐ f) The real estate agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

In the event Buyer has chosen the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards above, the parties agree that the inspection shall be completed within _____ days of the effective date of this contract, and _____ agrees to pay a cost not to exceed \$ _____. In the event the inspection report indicates that the aggregate total dollars for all repairs and replacements which need to be made can be properly completed for less than \$ _____, Buyer agrees to accept subject property in its "as is condition." In the event the cost estimate of said repairs or replacement exceeds the foregoing amount, Buyer may, at his option, accept the property in its "as is condition," or cancel this Contract; however, Seller may, at his option, keep this Contract in force by agreeing to either complete said repairs or replacements in excess of the foregoing amount or to reimburse Buyer in the amount that the cost of repairs or replacement exceed the foregoing amount, on or before the date of closing.

If this contract is canceled at the option of one of the parties the Buyer's earnest money shall be returned to Buyer, less the cost of any reports, inspections, or other costs Buyer is obligated to pay under this Contract. Buyer agrees to immediately pay any costs that exceed the earnest money. Upon completion of disposition of the earnest money and payment of said costs pursuant hereto, this Contract shall be of no further force or effect, and all parties to this Contract and real estate companies and their agents shall be released from further liability hereunder.

DA 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(S): DA DATE: 12-5-09 BUYER(S): _____ DATE: _____

EXISTING AGENT

SELLING AGENT

MLS # _____

Topeka Area Association of REALTORS®, Inc. 4/2006

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