

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards SALES

## 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) ☐ Known lead-based paint and/or lead-based paint hazards are present 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 in the housing.

## 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 (*check (i) or (ii) below*):
- (i) ☐ 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
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (*initial*)

- (f) KS 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.

## 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.

|                                      |                           |                                 |                           |
|--------------------------------------|---------------------------|---------------------------------|---------------------------|
| <u>Paul E. Miller, III</u><br>SELLER | <u>12/17/2018</u><br>DATE | <u>Lauren Landolt</u><br>SELLER | <u>12/17/2018</u><br>DATE |
| _____<br>PURCHASER                   | _____<br>DATE             | _____<br>PURCHASER              | _____<br>DATE             |
| <u>[Signature]</u><br>AGENT          | <u>12-17-18</u><br>DATE   | _____<br>AGENT                  | _____<br>DATE             |

## WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Paul E. Miller III Date 12/17/2018  
Owner Laurie L. Linder Date 12/17/2018

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_