

**Disclosure of Information on Lead-Based Paint and/or  
Lead-Based Paint Hazards  
Target Housing Sales**

**TO BE COMPLETED BY SELLER  
AND DELIVERED TO BUYER  
LICENSEES ARE TO ENSURE COMPLIANCE**

PROPERTY ADDRESS:

APPROXIMATE YEAR OF CONSTRUCTION: 1920

**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 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 -To be completed by Seller at the time of listing**

(Initial) JS MM (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):

(Initial) JS MM ☒ (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):

(Initial) JS MM ☐ (i)—Seller has provided the Buyer 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.

**Seller's Acknowledgment**

(initial) JS MM

(c) Seller acknowledges that Seller has been informed of Seller's obligations to provide Purchaser with the EPA approved pamphlet, *Protect Your Family From Lead in Your Home*; disclose to Buyer the presence of any known lead-based paint or lead-based paint hazards in the housing being sold; disclose to the real estate licensee the presence of any known lead-based paint or lead-based paint hazards in the target housing and the existence of any available records or reports pertaining to the same; and provide those records or reports to the Buyer. Seller is aware that civil and criminal penalties may be imposed if the Seller fails to comply with these obligations. Seller must retain a copy of this disclosure for at least three years after the completion date of the sale.

**Ten-day Opportunity to Conduct a Risk Assessment or Inspection**

(Seller/Buyer initial)

JS MM

(d) Seller hereby advises the Buyer that the Buyer has the right to a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated under the contract to purchase the housing. The parties may agree to a different period of time or the Buyer may waive the risk assessment or inspection opportunity in writing. The Buyer's decision regarding the 10-day opportunity should be reflected in the Buyer's offer. See e.g., Contract to Buy and Sell Real Estate, WAR Form 300, Section XI, Inspections.

**Buyer's Acknowledgment -To be completed by Buyer before submitting an offer**

(Initial) \_\_\_\_\_ (e) Buyer has read the Lead-Warning Statement above and understands its contents.

(Initial)

\_\_\_\_\_ (f) Buyer has received and reviewed copies of any and all records and reports listed by Seller in (b) above.

\_\_\_\_\_ (g) Buyer has received and reviewed the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_\_ (h) Buyer 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 and chooses a \_\_\_\_\_ day risk assessment or inspection period to be included in Section XI of the Contract to Buy and Sell Real Estate; 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.

**Licensees Acknowledgment**

(All licensees should initial)

(i)—Real estate licensee (Licensee) has informed the applicable parties of their obligations under The Residential Lead-Based Paint Hazard Reduction Act 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.

**SUBSTANTIAL PENALTIES EXIST FOR FAILURE TO COMPLY WITH FEDERAL LEAD-BASED PAINT DISCLOSURE LAWS**

Seller *Harry McCoy, Trustee* Date *01-26-2023*

Seller *Theresa L. McCoy, Trustee* Date *1-26-2023*

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Licensee working with Seller (if applicable) *Misty Gardner* *Jane Clark* Date *1/26/23*

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Licensee working with Buyer (if applicable) \_\_\_\_\_ Date \_\_\_\_\_