

LEAD-BASED PAINT DISCLOSURE ADDENDUM

SELLER HAS RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: _____
Property Address: _____

Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller Acknowledgement and Contingency Period

Reports and records are available for downloading and review from the property listing web site, and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires fifteen (15) calendar days from the date of the Purchaser's signature below. Because the Purchaser had access to lead records and reports before submission of its bid, the Purchaser may withdraw from the purchase contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal), but is not entitled to a refund of earnest money, *unless* the Purchaser obtained an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor and the Purchaser provides the Seller with a copy of the inspection report

The findings of the records or reports provided by the Seller are as follows:

- _____ No lead-based paint or lead-based paint hazards were found.
- _____ Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.
- _____ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated and Seller has already completed the required stabilization. The lead-based paint stabilization plan and the lead clearance report showing that acceptable levels were met are available for downloading from the property listing web site, and have been provided to the Purchaser as evidenced by the signature(s) below. No further stabilization is planned.
- _____ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated. Seller caused to be prepared a lead-based paint stabilization plan that is available for downloading from the property listing web site and has been provided to the Purchaser as evidenced by the signature(s) below.

Financing Type (Selling Broker to initial applicable item)

_____ **No FHA Financing of pre-1960 property, or no FHA Financing of 1960-1977 property that has lead records from previous owner(s) or from Seller:** If the purchase of this property is not being financed with an FHA insured loan, the Seller will not complete any additional inspection, testing or clearance. The Purchaser has a contingency period to review reports provided by the Seller or to conduct independent investigation or assessment that expires 15 days from the date of the Purchaser’s signature below.

_____ **Any FHA Financing Except 203(k):** This property is being sold subject to FHA insured financing under a program other than a 203(k) Rehabilitation Mortgage and, as disclosed above by the seller, deteriorated lead-based paint was found. If the Seller has not already done so, the Seller agrees to stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

_____ **FHA 203(k) Financing:** This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. The Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

Purchaser Acknowledgement (initial applicable items)

_____ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

_____ Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.

_____ Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards..

Selling Broker Acknowledgement (initial)

_____ Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

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.

_____ (Purchaser) _____, 20__ (date)

_____ (Co-Purchaser) _____, 20__ (date)

_____ (Selling Broker) _____, 20__ (date)

_____ (Seller) _____, 20__ (date)