



LEAD-BASED PAINT HAZARD  
NOTICE AND AGREEMENT

LEAD BASED PAINT HAZARDS. (Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992) (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer(s), based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer(s) with any available reports in the seller's possession relating to lead-based paint or lead-based hazards applicable to the Property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer(s), the seller is required to provide the buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

The seller is required under the Act to provide the buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the buyer(s), at buyer(s) expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer(s) waives such assessment or inspection by indication such waiver on the Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

The Act is effective September 6, 1996, for a seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

SELLER REPRESENTS AND WARRANTS TO BUYER, BROKER(S), BROKER(S)' AGENTS AND SUBAGENTS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY (seller to initial applicable line):

- Was constructed prior to January 1, 1978
- or
- Was constructed after January 1, 1978;
- or
- Uncertain as to age of the property.

SELLER ACKNOWLEDGES RECEIPT OF THE BROCHURE "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE QUESTIONS AND ANSWERS":

If the property was constructed prior to January 1, 1978 or if the date of the construction is uncertain, as indicated by Seller's initial above,

- Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property.
- Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility.
- Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all the requirements of the ACT were fully satisfied and compiled with prior to the execution of the Contract by Seller and Buyer.
- Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act by fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement

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

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

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

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



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

**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 lessor (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.

**Purchaser's Acknowledgement (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 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.

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 Acknowledgement (Initial)**

\_\_\_\_ (f) Agent has informed the seller of the seller's obligation 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.

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

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

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

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