

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZZARD ADDENDUM

It is a condition of this contract that, until midnight of _____, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. This contingency will terminate at the time unless Buyer or Buyer's agent delivers to the Seller or Seller's agent a written inspection and/or risk assessment report listing the specific existing deficiencies and corrections needed, if any. If any corrections are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If seller elects not to complete or provide for completion of the corrections, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded to Buyer. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead based paint hazards at any time without cause.

*** Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazard

Lead Warning Statement

Every Buyer 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 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 housing.

_____ (b) Records and reports available to Seller (check one)

Seller has provided the Buyer with all available records and reports pertaining to 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.

Buyer's Acknowledgment (initial)

- ____ (c) Buyer has received copies of all the information listed above.
____ (d) Buyer has received 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 for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.
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Agent's Acknowledgment (initial)

- ____ (f) Agent has informed the Seller of the Seller's obligation under U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
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Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Buyer: _____ (SEAL) Date _____

Buyer: _____ (SEAL) Date _____

Agent: _____ Date _____

Seller: _____ (SEAL) Date _____

Seller: _____ (SEAL) Date _____

Agent: _____ Date _____