

Complying with the Lead-Based Paint Law: Licensee Notice to Seller/Landlord

This notice explains your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its regulations. If you own a residential property built in 1977 or earlier, you must follow these rules. (For this document, “LBP” means lead-based paint, and “LBPH” means lead-based paint hazards, which are defined as surfaces, dust, or soil containing lead that is deteriorated, accessible, or likely to create friction, such as on doors and windows.)

1. Before Signing a Contract or Lease

Before a buyer or tenant is legally bound to purchase or rent your property, you must provide the following information:

A. Disclosures to Agents or Licensees

You (or your representative) must inform any real estate licensee or agent involved in the transaction (except a buyer’s agent paid solely by the buyer) of:

1. Any known LBP/LBPH in the property.
2. Any available details about the LBP/LBPH, including how it was identified, where it is located, and the condition of painted surfaces.
3. Any available records or reports related to LBP/LBPH.

B. Provide the Buyer or Tenant with:

1. An EPA-approved lead hazard pamphlet, such as *“Protect Your Family from Lead in Your Home”* or another EPA-approved version for Florida.
2. Any records or reports you have about LBP/LBPH in the unit, including those about common areas. If you do not have records for the building as a whole, you must share any available reports from other units in the property.

C. Direct Disclosure to Buyer or Tenant

1. Inform them of any known LBP/LBPH in the property.
2. Share any other available information about the presence, location, and condition of painted surfaces containing LBP/LBPH.

D. Allow for Inspection

Buyers must be given up to 10 days (unless another written agreement is made) to conduct a risk assessment or inspection for LBP/LBPH. The buyer may also waive this right in writing. This requirement does not apply to rental leases.

2. Sales Contract Requirements

Any sales contract for residential property built before 1978 must include the following:

A. Lead Warning Statement

“Every purchaser of residential real estate built before 1978 is notified that the property may contain lead-based paint. Lead exposure poses serious health risks, especially to young children and pregnant women. These risks include lead poisoning, permanent neurological damage, reduced IQ, learning and behavioral problems, and memory loss. Sellers are required to disclose any known information or records about lead hazards in the property. A lead inspection or risk assessment is strongly recommended before purchase.”

B. Seller’s Disclosure

A written statement confirming either:

1. The presence of known LBP/LBPH in the property, or
2. That you have no knowledge of LBP/LBPH.

C. Records and Reports

Provide any available reports or records concerning LBP/LBPH, or state that none exist.

D. Buyer's Acknowledgement

The buyer must sign a statement confirming they received:

1. The seller's disclosure (Section 2B and 2C).
2. The EPA pamphlet.
3. The opportunity to conduct an inspection (or that they waived it).

E. Agent's Acknowledgement

The agent must confirm they informed you of your legal responsibilities and that they are aware of their duty to ensure compliance.

F. Signatures

The seller, buyer, and agents must all sign and date the contract, certifying that the information provided is accurate to the best of their knowledge.

3. Lease Requirements

If you are renting out your property, every lease must include (either in the lease itself or as an attachment) the following:

A. Lead Warning Statement

Homes built before 1978 may contain lead-based paint. Lead from paint, chips, and dust can pose serious health risks if not properly managed. Lead exposure is especially dangerous for young children and pregnant women. Before renting housing built before 1978, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the home. Tenants must also receive a federally approved pamphlet on lead safety."

B. Landlord's Disclosure

A written statement confirming either:

1. The presence of known LBP/LBPH in the unit, with details on how it was identified, its location, and the condition of painted surfaces; OR
2. The landlord has no knowledge of LBP/LBPH in the unit.

C. Records and Reports

A list of any available records or reports regarding LBP/LBPH, or a statement that none exist.

D. Tenant's Acknowledgement

A statement signed by the tenant confirming:

1. They received the disclosure in Sections 3B and 3C above.
2. They received the EPA-approved lead safety pamphlet.

E. Agent's Statement

Each real estate licensee/agent involved must confirm:

1. They informed the landlord of legal obligations.

2. They understand their duty to ensure compliance with the law.

F. Signatures

The landlord, tenant, and any involved licensees/agents must sign and date the lease, certifying that all statements are accurate to the best of their knowledge.

4. Record Retention Requirements

- Sellers and their agents must keep a copy of the disclosure attachment (from Section 2) for at least 3 years after closing.
- Landlords and their agents must keep a copy of the disclosure (from Section 3) for at least 3 years from the start date of the lease.

5. Effect of Law and Disclosures

- The law does **not** require landlords or sellers to perform testing, evaluations, or hazard removal. However, the parties may choose to include such requirements in the contract.
- Neither the seller/landlord nor their agents are responsible if the buyer's or tenant's own legal representative fails to deliver disclosure materials—provided that all required parties have completed and signed the certification and acknowledgment forms as described above.

This information was provided by _____
(licensee) to the seller/landlord on the ____ day of _____, ____.

Seller/Landlord Disclosure to Licensee

1. Lead-based Paint / Hazards in the Property (check one):

- ☐ Seller/Landlord has no knowledge of LBP/LBPH in the property.
- ☐ Seller/Landlord is aware of LBP/LBPH in the property (describe details):

2. Records and Reports (check one):

- ☐ Seller/Landlord has no records or reports regarding LBP/LBPH.
- ☐ Seller/Landlord has the following records or reports available:

Seller/Landlord (Date) Seller/Landlord (Date)

Seller/Landlord (Date) Seller/Landlord (Date)