

COMMERCIAL LEAD-BASED PAINT DISCLOSURE

1. Federal law requires that Sellers of **housing built before 1978** fulfill specific Lead-Based Paint Disclosure
2. requirements. These disclosures must be completed **prior to a Buyer making an offer** and certainly before the Seller
3. accepts a purchase offer. If these requirements are not met, the Buyer may not be obligated to proceed with the
4. purchase of the property.

5. Lead Warning Statement

6. All purchasers of residential real property containing a dwelling built prior to 1978 are hereby notified that such
7. properties may pose risks of lead exposure due to lead-based paint. Lead exposure can be particularly harmful to
8. young children, potentially causing permanent neurological damage, such as learning disabilities, decreased IQ,
9. behavioral issues, and memory impairment. Pregnant women are also at heightened risk from lead exposure. Sellers
10. of residential properties are required to provide Buyers with any available information regarding lead-based paint
11. hazards, including any risk assessments or inspections in their possession, and disclose any known lead-based paint
12. hazards. A risk assessment or inspection for potential lead-based paint hazards is strongly recommended before
13. completing a purchase.

14. Property Address: _____

15. Seller Disclosure

16. Seller to check one box below:

17. Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the property.
18. Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the property and has
19. provided the Buyer with all available records and reports concerning such hazards. If applicable, list all records,
20. reports, and additional information provided, including but not limited to the. The basis for determining the existence
21. of lead-based paint and/or lead-based paint hazards. The location of the lead-based paint. The condition of the painted
22. surfaces. This disclosure must include records or reports concerning common areas and, in the case of multifamily
23. housing, records or reports about other residential units if the information is part of an evaluation or mitigation effort
24. for lead-based paint and/or lead-based paint hazards in the entire property. If no records or reports are available, the
25. Seller shall indicate this by stating that no such records exist.

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28. Buyer Acknowledgment

29. 1. The Buyer acknowledges receipt of all records, reports, and information listed above (if any);
30. 2. The Buyer confirms they have read the Lead Warning Statement provided above and understand its contents;
31. 3. Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead in Your Home"
32. (available at <http://www.hud.gov> and <http://www.epa.gov>);
33. 4. The Buyer has been given a 10-day opportunity (unless mutually agreed upon otherwise) to conduct a risk
34. assessment or inspection for the presence of lead-based paint hazards before becoming obligated under the agreement
35. to purchase the property. The Buyer waives this opportunity by selecting this box

36. Buyer to check one box below:

37. The agreement is contingent upon the Buyer's approval of the results of a risk assessment or inspection for the
38. presence of lead-based paint and/or lead-based paint hazards. This assessment or inspection will be conducted at the
39. Buyer's expense. The contingency must be resolved **within 10 calendar days following the Binding Agreement**

40. Date.

41. The Buyer voluntarily *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-
42. based paint and/or lead-based paint hazards.

43. Licensee Acknowledgment

44. Licensees have advised the Seller of their obligations under 42 U.S.C. § 4852d, as amended, and acknowledge their
45. responsibility as listing and selling licensees to ensure compliance with these requirements.

46. **Certification of Accuracy**

47. The Sellers, Buyers, and Licensees have reviewed the above information and certify, to the best of their knowledge,
48. that the information provided is accurate and truthful. Each party acknowledges receipt of a copy of this agreement.

49. The parties further agree that the Licensees' signatures on this form serve solely for certification and acknowledgment purposes, as required, and do not make the Licensees parties to the Purchase and Sale Agreement.

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The party(ies) below have signed and acknowledge receipt of a copy.

_____	_____
SELLER	SELLER
By: _____	By: _____
Title: _____	Title: _____
Entity: _____	Entity: _____
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

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The party(ies) below have signed and acknowledge receipt of a copy.

_____	_____
BUYER	BUYER
By: _____	By: _____
Title: _____	Title: _____
Entity: _____	Entity: _____
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

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The party(ies) below have signed and acknowledge receipt of a copy.

_____	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
REAL ESTATE LICENSEE FOR SELLER	Date

The party(ies) below have signed and acknowledge receipt of a copy.

_____	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
REAL ESTATE LICENSEE FOR BUYER	Date

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

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