

LEAD-BASED PAINT DISCLOSURE

Federal law requires that Sellers of residential properties built before 1978 fulfill specific Lead-Based Paint Disclosure obligations. These requirements must be completed prior to the Buyer submitting an offer and, at the latest, before the Seller accepts a purchase offer. Failure to comply may result in the Buyer being released from any allowable obligation to purchase the property.

Lead Warning Statement

Any purchaser of residential real property built before 1978 is hereby informed that the property may contain lead-based paint, which could pose significant health risks, particularly to young children and pregnant women. Exposure to lead can cause serious and permanent neurological damage in children, including learning disabilities, reduced IQ, behavioral issues, and memory problems. Pregnant women are also at increased risk from lead exposure. Sellers are required to disclose any known lead-based paint hazards and provide the Buyer with all available information, including risk assessments or inspection reports related to lead-based paint hazards. It is strongly recommended that Buyers consider a risk assessment or inspection for potential lead-based paint hazards before completing the purchase.

Property Address: _____

Seller Disclosure

Seller to check one box below:

- Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the property.
- The Seller acknowledges awareness of the presence of lead-based paint and/or lead-based paint hazards in the property and confirms that all available records and reports related to these hazards have been provided to the Buyer. This includes any details regarding the basis for determining the existence of lead-based paint and/or lead-based paint hazards, the location of the lead-based paint, and the condition of the painted surfaces. Additionally, this disclosure extends to any records or reports concerning common areas and, in the case of multifamily housing, evaluations or reductions of lead-based paint and/or lead-based paint hazards affecting the property as a whole. If no such records or reports are available, the Seller will clearly indicate this.

Buyer Acknowledgment

- 1) The Buyer confirms receipt of all records, reports, and information referenced above (if applicable);
- 2) The Buyer acknowledges having read the Lead Warning Statement provided above and confirms their understanding of its contents;
- 3) The Buyer confirms receipt of the lead hazard information pamphlet titled "Protect Your Family From Lead In Your Home" (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
- 4) The Buyer has been provided a 10-day period (or a different timeframe agreed upon by both parties) to conduct a risk assessment or inspection for lead-based paint hazards before committing to the purchase agreement. This opportunity will be considered waived if the Buyer selects the second box below.

Buyer to check one box below:

- The agreement is contingent upon the Buyer's approval of the results of a lead-based paint and/or lead-based paint hazard risk assessment or inspection of the property. This assessment or inspection will be conducted at the Buyer's expense and must be completed **within 10 calendar days from the Binding Agreement Date** to satisfy this contingency.
- The Buyer chooses to **waive the opportunity to conduct a risk assessment or inspection** for lead-based paint and/or lead-based paint hazards.

Licensee Acknowledgment

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

43 **Certification of Accuracy**

44 The Sellers, Buyers, and Licensees confirm that they have reviewed the information above and certify, to the best of their
45 knowledge, that the details provided are true and accurate. Each party acknowledges receipt of a copy of this agreement It is
46 further agreed that the Licensees' signatures on this form are solely for certification and acknowledgment purposes as required
47 by law and do not constitute making the Licensees parties to the Purchase and Sale Agreement.

48

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

50 _____

51 **SELLER** **SELLER**

52 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

53 **Date** **Date**

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

55 _____

56 **BUYER** **BUYER**

57 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

58 **Date** **Date**

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

60 _____

61 **REAL ESTATE LICENSEE FOR SELLER**

62 _____ at _____ o'clock am/ pm

63 **Date**

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

65 _____

66 **REAL ESTATE LICENSEE FOR BUYER**

67 _____ at _____ o'clock am/ pm

68 **Date**

69 For Information Purposes Only:

70 _____

71 _____

72 Listing Company Selling Company

73 _____

74 Independent Licensee Independent Licensee

NOTE: This agreement is made available by My State MLS exclusively for its members to use in real estate transactions and must be utilized in its original format. By downloading or using this agreement, you agree not to modify, amend, or alter its contents, except for filling in the designated blank fields, and acknowledge that any such changes are made at your own risk. The My State MLS logo may only be used with standardized forms created by My State MLS and is strictly prohibited on any other agreements. This form is updated periodically, and it is the member's responsibility to ensure they are using the latest version.