

# LEAD-BASED PAINT DISCLOSURE

1 *Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint*  
2 *Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the*  
3 *Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such*  
4 *housing.*

## 5 **Lead Warning Statement**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978  
7 is notified that such property may present exposure to lead from lead-based paint that may place young children at  
8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological  
9 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired  
10 memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential  
11 real property is required to provide the Buyer with any information on lead-based paint hazards from risk  
12 assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.  
13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to 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  
18 housing.
- 19  Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has  
20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based  
21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited  
22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of  
23 the lead-based paint and the conditions of the painted surfaces. If no reports or records are available, Seller  
24 shall indicate as such.

25 \_\_\_\_\_  
26 \_\_\_\_\_

## 27 **Buyer Acknowledgment**

- 28 1) Buyer has received copies of all records, reports and information listed above (if any);  
29 2) Buyer has read the Lead Warning Statement (above) and understands its contents;  
30 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your  
31 Home" (Copies available at <http://www.hud.gov>);  
32 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of  
33 time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment  
34 or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the  
35 second box below.

36 ***Buyer to check one box below:***

- 37  Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the  
38 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This  
39 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- 40  Buyer ***waives the opportunity to conduct a risk assessment or inspection*** for the presence of lead-based paint  
41 and/or lead-based paint hazards.

42 **Licensee Acknowledgment**

43 Licensees have informed the Seller of the Seller’s obligations under 42 U.S.C. § 4852d, as amended, and are  
44 aware of listing and selling licensees’ duty to ensure compliance.

45 **Certification of Accuracy**

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their  
47 knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees’ signatures on this document are for certification and acknowledgment  
49 purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

51 \_\_\_\_\_

52 BUYER BUYER

53 \_\_\_\_\_ at \_\_\_\_\_ o’clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o’clock  am/  pm

54 Date Date

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

56 \_\_\_\_\_

57 SELLER SELLER

58 \_\_\_\_\_ at \_\_\_\_\_ o’clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o’clock  am/  pm

59 Date Date

60

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

62 \_\_\_\_\_

63 REAL ESTATE LICENSEE FOR BUYER

64 \_\_\_\_\_ at \_\_\_\_\_ o’clock  am/  pm

65 Date

66

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

68 \_\_\_\_\_

69 REAL ESTATE LICENSEE FOR SELLER

70 \_\_\_\_\_ at \_\_\_\_\_ o’clock  am/  pm

71 Date

For Information Purposes Only:

\_\_\_\_\_  
Tays Realty & Auction, LLC  
Listing Company

\_\_\_\_\_  
Tays Realty & Auction, LLC  
Selling Company

\_\_\_\_\_  
Independent Licensee

\_\_\_\_\_  
Independent Licensee