

LEAD-BASED PAINT DISCLOSURE



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

4 **PROPERTY ADDRESS:** _____

5 **BUYER NAME(s) (printed):** _____

6 **SELLER NAME(s) (printed):** _____

7 LEAD WARNING STATEMENT

8 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
9 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
10 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
11 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
12 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
13 lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-
14 based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

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 housing.

18 Seller is aware of the presence of lead-based paint and/or lead-based paint hazards and has provided the Buyer with
19 all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

20 List any records, reports and/or additional information: _____
21 _____

22 BUYER ACKNOWLEDGMENT

23 (a) Buyer has received copies of all records, reports and information listed above (if any), **and**

24 (b) Buyer has read the *Lead Warning Statement* (above) and understands its contents, **and**

25 (c) Buyer has received the lead hazard information pamphlet *Protect Your Family from Lead in Your Home*
26 (copies available at <http://www.hud.gov>), **and**

27 (d) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time)
28 before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection
29 for the presence of lead-based paint hazards. This opportunity is waived if buyer checks the second box below.

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

31 Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the
32 presence of lead based paint and/or lead based paint hazards, to be completed at the Buyer's expense. This
33 contingency shall be satisfied **within 10 calendar days from the Binding Agreement Date**.

34 Buyer **waives the opportunity to conduct a risk assessment or inspection** for the presence of lead-based paint
35 and/or lead-based paint hazards.

36 LICENSEE ACKNOWLEDGMENT

37 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. 4852d (see <http://www.hud.gov>), and are aware
38 of listing and selling licensees' duty to ensure compliance.

39 CERTIFICATION OF ACCURACY

40 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that the
41 information they have provided is true and accurate.

42 **X** _____ **X** _____
Buyer Signature *Date & Time* *Buyer Signature* *Date & Time*

43 **X** _____ **X** _____
Seller Signature *Date & Time* *Seller Signature* *Date & Time*

44 **X** _____ **X** _____
Licensee Signature *Date & Time* *Licensee Signature* *Date & Time*