



COMMERCIAL 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 damage,
 9 including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead
 10 poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is
 11 required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections
 12 in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or
 13 inspection for possible lead-based paint hazards is recommended prior to purchase.

14 Property Address: 1050 Whisperwood Trail NE Cleveland TN 37312-4729

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 paint
 21 hazards in the housing. List any records, reports and/or additional information, including but not limited to the
 22 basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-
 23 based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding
 24 common areas. It also includes records or reports of other residential dwellings in multifamily housing,
 25 provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint
 26 hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.
 27
 28

29 **Buyer Acknowledgment**

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

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

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

Ms. Marcia Hardin Botts

This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



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

44 **Licensee Acknowledgment**

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

47 **Certification of Accuracy**

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

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

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

53 Chris Fontenot
54 **SELLER** Chris Fontenot **SELLER**

55 **By:** _____ **By:** _____

56 **Title:** Owner **Title:** _____

57 **Entity:** _____ **Entity:** _____

58 1/4/2024 | 8:32 AM EST o'clock am/ pm _____ at _____ o'clock am/ pm

59 **Date** **Date**

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

61 _____ **BUYER** _____ **BUYER**

62 **By:** _____ **By:** _____

63 **Title:** _____ **Title:** _____

64 **Entity:** _____ **Entity:** _____

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

66 **Date** **Date**

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

68 Marcia Botts 1/4/2024 | 8:43 AM EST o'clock am/ pm

69 **REAL ESTATE LICENSEE FOR SELLER** **Date**

70 Marcia Botts

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

72 _____ at _____ o'clock am/ pm

73 **REAL ESTATE LICENSEE FOR BUYER** **Date**

74 _____

75 _____

For Information Purposes Only:

Award Realty II _____

Listing Company **Marcia Botts** Selling Company _____

Independent Licensee _____ Independent Licensee _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Ms. Marcia Hardin Botts is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

