

COMMERCIAL LEAD-BASED PAINT DISCLOSURE

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

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to 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 housing.
- ☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

Buyer Acknowledgment

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

Buyer to check one box below:

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

Kody Millikan

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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	_____	_____
54	SELLER	SELLER
55	By: _____	By: _____
56	Title: _____	Title: _____
57	Entity: _____	Entity: _____
58	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
59	Date	Date

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

61	_____	_____
62	BUYER	BUYER
63	By: _____	By: _____
64	Title: _____	Title: _____
65	Entity: _____	Entity: _____
66	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
67	Date	Date

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

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

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

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

75 For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

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