

LEAD-BASED PAINT ADDENDUM TO SALES CONTRACT - PROPERTY BUILT BEFORE 1978

FHA CASE NO. _____ PROPERTY ADDRESS: _____

NOTE TO PURCHASERS, REAL ESTATE BROKERS AND AGENTS. This addendum is mandatory for any property built before 1978 and consists of four parts. **Part A**, *Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*, **Part B**, *Sales Contract Lead-Based Paint Evaluation Contingency*, **Part C**, *Owner-Occupant Certification*, and **Part D**, *Purchaser's Addendum for the Sales Contract - Release of Lead-Based Paint Evaluation Contingency*. All parts must be completed as shown. This Lead-Based Paint Addendum must be completed on or before the date of the Sales Contract, and forwarded to HUD **with** the Sales Contract for any property built before 1978. Sales Contracts without this Addendum **will not** be accepted by HUD. This Addendum survives the closing of the sale.

PART A

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

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.*

SELLER'S DISCLOSURE

- A. Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - 1. Known lead-based paint and/or lead-based paint hazards are present in the property (explain):

 - 2. Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the property.
- B. Records and reports available to the seller (check one below)
 - 1. Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property (list documents below).

 - 2. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the property.

PURCHASER'S ACKNOWLEDGEMENT (initial)

- C. _____ Purchaser has received copies of all information listed above.
- D. _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- E. Purchaser has (check one below):
 - 1. Requested a _____ day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - 2. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER/AGENT ACKNOWLEDGEMENT (initial)

- F. _____ Broker/agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date

Purchaser Date Purchaser Date

Broker/Agent Date

PART B

SALES CONTRACT LEAD-BASED PAINT EVALUATION CONTINGENCY

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 12 noon on the ____ calendar day after acceptance, on _____.
[Insert date]

This contingency will terminate at the above predetermined deadline unless the Purchaser or Purchaser's agent delivers to the Seller or Seller's agent Part D of this Addendum listing the specific lead-based paint hazards and corrections needed, together with a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within five days after delivery of Part D of this Addendum, elect in writing whether to correct the hazards(s) prior to settlement. If the Seller will correct the hazard(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the hazard(s) have been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have five days to respond to the counter offer or remove this contingency and take the property in its "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

INTACT LEAD-BASED PAINT THAT IS IN GOOD CONDITION IS NOT NECESSARILY A HAZARD. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

Lead-Based Paint Addendum to the Sales Contract - Property Built Before 1978, including **Part A**, *Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*, **Part C**, *Owner-Occupant Certification* (if applicable), and **Part D**, *Purchaser's Addendum to the Sales Contract - Release of Lead-Based Paint Evaluation Contingency*, if applicable, must also be completed and made a part of this Sales Contract.

PART C

OWNER-OCCUPANT CERTIFICATION

TO BE COMPLETED BY ALL OWNER-OCCUPANT PURCHASERS ONLY

Check and complete the following, as appropriate:

- I/we do not have a child under the age of seven years.
- I/we do have a child under the age of seven years. Their names and ages are as follows:

Name	Age
_____	_____
_____	_____
_____	_____

Check **only one** of the following blocks if children under seven are indicated above:

- I/we understand that within 15 days after acceptance by HUD of my/our offer to purchase, I/we will at my/our expense, have each of the above-named children tested for an elevated blood level (EBL) and that I/we will provide these tests to HUD. If I/we fail to provide the test results to HUD within the 15-day time frame, the contract will be canceled immediately without further notice. Further, I/we understand that if an EBL condition is identified, I/we have the option to: 1) cancel this contract and receive our earnest money deposit back, or 2) complete the sale of the property with the understanding that I/we will, at a minimum, have the property tested for the presence of lead-based paint on all chewable surfaces and, where lead-based paint on chewable surfaces is identified, have such paint surfaces abated.
- I/we fully understand that if a blood lead level screening program is not reasonably available, or if I/we refuse to have my/our child(ren) tested, I/we have the option of closing this sale. I/we hereby acknowledge that this property I/we am/are purchasing from the Department of Housing and Urban Development may contain lead-based paint. However, despite this possibility, I/we elect to close the sale on this property. Further, I/we agree to hold HUD harmless for this action.

Signature of Purchaser

Signature of Purchaser

Date

Signature of Witness

Date

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PART D

**PURCHASER'S ADDENDUM TO THE SALES CONTRACT -
RELEASE OF LEAD-BASED PAINT EVALUATION CONTINGENCY**

If purchaser initialed Part A, item E.1. of the Lead-Based Paint Addendum to the Sales Contract - Properties Built Before 1978 (Addendum), this Part D. must be completed as shown and provided to the Seller on or before the date shown in the Addendum, Part B, or the contingency is terminated. If purchaser initialed Part A, item E. 2 then this Part D is unnecessary and need not to be completed or provided to the Seller.

PURCHASER'S ACKNOWLEDGEMENT (check appropriate boxes)

- Purchaser acknowledges that he/she has received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or lead-based paint inspection for the presence of lead-based paint and/or lead-based paint hazards, that such a risk assessment or lead-based paint inspection has been made.
- Purchaser acknowledges that Seller is under no obligation to correct any lead-based paint and/or lead-based paint hazards identified by the lead-based paint inspection and/or risk assessment and hereby removes the contingency and accepts the property in its "as is" condition, without warranty, as described in item B, Conditions of Sale of the contract.
- Purchaser requests that Seller take the following action to correct the lead-based paint hazards noted:

<u>Lead-Based Paint Hazard</u>	<u>Corrective Action Requested</u>
_____	_____
_____	_____

Purchaser has attached the risk assessment or inspection report. If Seller refuses this request, Purchaser reserves the right to continue with the purchase or request cancellation of the sales contract.

- Purchaser requests cancellation of the sales contract due to the following deficiencies indicated in the attached report(s):

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

_____	_____
Broker/Agent	Date