ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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1. Date _____
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3. Addendum to Purchase Agreement between parties, dated _____ , pertaining to
4. the purchase and sale of the Property at _____
5. _____ .

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

15. **Seller's Disclosure** *(Check one.)*

16. ☐ Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.

18. ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint hazards
20. in the housing. *(Please explain and list documents below.):*

21. _____

22. _____

23. _____

24. **Buyer's Acknowledgment**

25. Buyer has received copies of all information listed above, if any.

26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

27. Buyer has: *(Check one.)*

28. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or

30. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.

32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection

34. shall be completed within ☐ **TEN (10)** ☐ _____ Calendar Days after Final Acceptance of the Purchase
(Check one.)

35. Agreement.

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37. Property located at _____.

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. **Real Estate Licensee's Acknowledgment**
53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
54. responsibility to ensure compliance.

55. **Certification of Accuracy**
56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
57. provided by the signatory is true and accurate.

58. _____ (Seller) (Date) _____ (Buyer) (Date)

59. _____ (Seller) (Date) _____ (Buyer) (Date)

60. _____ (Real Estate Licensee) (Date) _____ (Real Estate Licensee) (Date)

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