# CRYE\*LEIKE BROWN REALTY

# 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.

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#### 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
- 9 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
- 11 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.
- 13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- 14 Property Address: 129 McClellan Ct., Cookeville, TN 38501

#### 15 Seller Disclosure

## 16 Seller to check one box below:

- 17 K 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. 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);
- 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.
- Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.







42	Licensee	Acknowledgm	ient
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- Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are 43
- aware of listing and selling licensees' duty to ensure compliance. 44

#### Certification of Accuracy 45

- The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their 46
- knowledge, that the information they have provided is true and accurate and they have received a copy hereof. 47

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