# LEAD-BASED PAINT DISCLOSURE

- 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
- 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
- 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, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired 9
- memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential 10
- 11
- real property is required to provide the Buyer with any information on lead-based paint hazards from risk 12
- 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 Old Hwy 127 South, Gamestown In-14 Property Address:

#### 15 Seller Disclosure

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- 16 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. 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;
- Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at http://www.hud.gov);
- 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 40 41 and/or lead-based paint hazards.

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