

## DISCLOSURE & ACKNOWLEDGEMENT REGARDING LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

THIS IS A DISCLOSURE AND ACKNOWLEDGEMENT concerning the Property located at: \_\_\_\_\_

\_\_\_\_\_. This document contains certain provisions required by federal law.

### 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.

### SECTION 1: SELLER'S DISCLOSURE, ACKNOWLEDGMENT AND CERTIFICATION

a) Presence of lead-based paint and/or lead-based paint hazards (check one box only):

- i. ☐ Known lead-based paint and/or lead-based paint hazards are present in the Property (explain)

- ii. ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

b) Records and reports available to the seller (check one box only):

- i. ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- ii. ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

c) Seller has attached the EPA pamphlet *Protect Your Family from Lead in Your Home* to this document.

d) Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the information is true and accurate.

e) For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Date)

### SECTION 2: SELLER'S AGENT ACKNOWLEDGEMENT

Seller's Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

\_\_\_\_\_  
(Agent's Signature)

\_\_\_\_\_  
(Date)

### SECTION 3: BUYER'S ACKNOWLEDGEMENT AND CERTIFICATION

a) Buyer has received copies of all information listed above.

b) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

c) Buyer has (initial one box only):

(i) [ ] a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. **If this box is initialed, the REPC must include the Lead-Based Paint Addendum;** OR

(ii) [ ] by initialing this box, waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

d) Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the information is true and accurate.

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)