

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

Property Address: \_\_\_\_\_

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (**SELLER/LANDLORD TO INITIAL APPLICABLE LINE**): \_\_\_\_/\_\_\_\_ housing was constructed prior to 1978 **OR** \_\_\_\_/\_\_\_\_ date of construction is uncertain.

**FEDERAL LEAD WARNING STATEMENT:** A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

### Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) \_\_\_\_/\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- (ii) \_\_\_\_/\_\_\_\_ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
- (i) \_\_\_\_/\_\_\_\_ Seller/Landlord has provided the purchaser/tenant 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/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's/Tenant's Acknowledgment (initial)

- (c) \_\_\_\_/\_\_\_\_ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) \_\_\_\_/\_\_\_\_ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

### (e) **Buyer** has (initial (i) or (ii) below):

- (i) \_\_\_\_/\_\_\_\_ received 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; or
- (ii) \_\_\_\_/\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

- (f) \_\_\_\_ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) 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/Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller/Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's/Landlord's Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's/Tenant's Agent

\_\_\_\_\_  
Date