

Addendum to Purchase Agreement  
Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards

Date: \_\_\_\_\_

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Addendum to Purchase Agreement between parties dated \_\_\_\_\_, 20\_\_\_\_, pertaining to the purchase and sale of the property at:

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**Section I: 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.*

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**Seller's Disclosure (initial)**

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

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**Purchaser's Acknowledgment (initial)**

- \_\_\_\_\_ (c) Purchaser has received copies of all information listed under (b) above.
- \_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (e) Purchaser has (check one below):
- 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 (If checked, see Section II below.); or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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**Real Estate Licensee's Acknowledgment (initial)**

- \_\_\_\_\_ (f) Real estate licensee has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's responsibility to ensure compliance.

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**Certification of Accuracy**

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Real Estate Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Real Estate Licensee

\_\_\_\_\_  
Date

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**Section II: Contingency (Initial only if first box under Purchaser's Acknowledgment letter (e) above is checked.)**

\_\_\_\_\_ This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards to be conducted at the purchaser's expense. The assessment or inspection shall be completed within ten (10)/ \_\_\_\_\_ calendar days after acceptance of the Purchase Agreement. This contingency shall be deemed removed, and

(circle one)

the Purchase Agreement shall be in full force and effect, unless purchaser or real estate licensee assisting or acting on behalf of purchaser delivers to seller or real estate licensee assisting or acting on behalf of seller within three (3) calendar days after the assessment or inspection is timely completed a written list of the specific deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If the seller and purchaser have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections that: (A) some or all of the required corrections will be made; or (B) the purchaser waives the deficiencies; or (C) an adjustment to the purchase price will be made, the Purchase Agreement shall automatically be deemed null and void, and all earnest money shall be refunded to the purchaser. It is understood that the purchaser may unilaterally waive deficiencies or defects, or remove this contingency, providing that the purchaser or the real estate licensee assisting or acting on the behalf of purchaser notifies the seller or real estate licensee assisting or acting on behalf of seller of the waiver or removal in writing within the time specified.