

# LEAD-BASED PAINT CONTINGENCY & DISCLOSURE RIDERS



**LEAD-BASED PAINT TESTING CONTINGENCY**

Purchaser \_\_\_\_\_ Seller \_\_\_\_\_

This contract is contingent upon a risk assessment or inspection of the property, by a licensed inspector, for the presence of lead-based paint and/or lead-based paint hazards, at the purchaser's expense. A copy of such report shall be supplied to the Seller immediately upon receipt. This contingency will terminate at 11:59 p.m. on the tenth calendar-day after ratification, or \_\_\_\_\_ (insert date 10 days after contract ratification or a date mutually agreed upon), unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed. The Seller may elect to correct the condition(s) prior to settlement, by notifying the Purchaser, in writing, within \_\_\_\_\_ days after delivery of the addendum; and furnishing the Purchaser with certification from a licensed inspector or abatement contractor demonstrating that the condition has been remedied before the date of settlement. If the Seller elects not to make the repairs or makes a counter-offer, the Purchaser shall have \_\_\_\_\_ days to respond or remove this contingency and take the property in "as is", with respect to this contingency, condition of this contract shall become void. The Purchaser may remove this contingency at any time without cause.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND OR LEAD-BASED PAINT HAZARDS**

Purchaser \_\_\_\_\_ Seller \_\_\_\_\_

**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.

**Seller's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_
  - (ii) \_\_\_\_\_ 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 (i) or (ii) below):
  - (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 housing.

**Purchaser's Acknowledgement (initial)**

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received a HUD/EPA approved Lead Base Paint Warning pamphlet.
- (e) \_\_\_\_\_ Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period of \_\_\_\_\_ days) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; and this contract is contingent upon this inspection;
  - (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 Acknowledgement (initial)**

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

We the undersigned Purchasers and Sellers hereby affirm that we have read, understand, and accept that the above MAP riders numbers \_\_\_\_\_ were initialed by us, and that they are made a part of a certain Contract to Purchase Real Estate for the property commonly known as:

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

Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Agent	Date	Agent	Date