

LEAD-BASED PAINT ADDENDUM

Addendum to Purchase and Sale Contract dated _____ between

_____ (Seller) and

_____ (Purchaser)

Property Location _____ (Property)

Street

City/Town

1. Purchaser acknowledges that he/she has received the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" signed by Seller and Seller's Marketing Agent.

2. Purchaser's obligation to close under this Contract is is not subject to a lead-based paint inspection or risk assessment.

If "no", the following paragraphs are inapplicable.

If "yes", any such inspection or risk assessment shall be obtained by Purchaser at his/her sole expense and shall be performed by a qualified and certified lead-based paint inspector. Any inspection shall be performed not later than fourteen (14) days after Seller's acceptance of the Contract and not thereafter. If the results of such inspection or risk assessment are unsatisfactory to Purchaser, Purchaser shall have the right to terminate this Contract, provided that Purchaser shall give Seller written notice of Purchaser's decision to terminate this Contract based on the results of the lead-based paint inspection or assessment not later than five (5) days after completion of the lead-based paint inspection or risk assessment.

If notice of Purchaser's decision to terminate the Contract based upon the results of the lead-based paint inspection or risk assessment is not provided within five (5) days after the completion of the inspection or if the inspection is not performed within fourteen (14) days after Seller's acceptance of the Contract, this contingency shall be deemed waived and shall be of no further force and effect.

In the event Purchaser terminates this Contract in accordance with the provisions of this lead-based paint inspection or risk assessment contingency, all deposit money, together with all interest thereon to which Purchaser is entitled, shall be forthwith returned to Purchaser and the Contract shall be of no further force and effect. The responsibility to notify Seller of Purchaser's termination of this Contract based upon the results of the lead-based paint inspection or risk assessment shall be solely Purchaser's. The real estate brokers representing Seller shall have no responsibility under this Contract to notify Seller of Purchaser's termination based upon this contingency.

Seller hereby agrees to provide access to the Property upon reasonable prior notice for purposes of the above inspection(s). Any damage caused to the Property as a result of the inspection or risk assessment shall be Purchaser's responsibility.

Seller Date

Purchaser Date

Seller Date

Purchaser Date

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

Required Federal 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

(initial where applicable)

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

 - b. Seller has no knowledge of lead based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to the seller (check a or b below):
 - a. 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):

 - b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchasers Acknowledgment

(initial where applicable)

3. Purchaser has received copies of all information listed above.
4. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
5. Purchaser has (check a or b below):
 - a. 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
 - b. 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

- Agent has informed the Seller of the Seller's obligations under 42 U. S. C. 14852 (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 respectively provided by each of them is true and accurate.

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