



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



**THIS IS A DISCLOSURE AND ACKNOWLEDGMENT** concerning Property (the "Property") located at \_\_\_\_\_  
\_\_\_\_\_. This document contains certain provisions required by federal law. If Buyer and Seller enter into a contract for the purchase of the Property (a "REPC"), this document shall be attached to that contract and made a part thereof.

**1. 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.*

**2. SELLER'S DISCLOSURE AND ACKNOWLEDGMENT. (Initial applicable boxes)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (Initial 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 Seller (Initial one box only):
  - (i) [     ] Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the Property (list documents): \_\_\_\_\_
  - (ii) [     ] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

(c) Seller understands that under federal law, if Seller has not yet made the disclosures in Sections 2(a) and 2(b) of this document, or Buyer has not yet been provided with an EPA approved lead hazard information pamphlet, Seller may not accept an offer by Buyer to purchase the property until after those steps have been completed and Buyer has been given an opportunity to review that information and amend the offer.

(d) Seller understands that if Buyer initials the box in Section 3(d)(i) of this document, the REPC must include the Lead-Based Paint Addendum.

**3. BUYER'S ACKNOWLEDGMENT. (Initial)**

- (a) [     ] Buyer has received copies of any information listed in Sections 2(a) and 2(b) above.
- (b) [     ] Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* or an equivalent lead hazard information pamphlet approved by the federal Environmental Protection Agency.
- (c) [     ] Buyer has read the Lead Warning Statement in Section 1 above and understands its contents.
- (d) 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.

**4. AGENT'S ACKNOWLEDGMENT. (Initial)**

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

**5. CERTIFICATION OF ACCURACY. (Buyer, Seller and Agent(s) must sign)**

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

|                  |      |      |                  |      |      |
|------------------|------|------|------------------|------|------|
| Seller Signature | Date | Time | Seller Signature | Date | Time |
| Buyer Signature  | Date | Time | Buyer Signature  | Date | Time |
| Agent Signature  | Date | Time | Agent Signature  | Date | Time |