

Lead Based Paint Addendum

Location of Home:

Address _____

City _____

County _____

State _____

Seller warrants that the home was built (check and/or complete one):

_____ In the year of _____

_____ Before 1978.

_____ In or after 1978.

_____ Seller cannot warrant year home was built.

In the event this home was constructed before 1978 or should contract not clearly establish that home was built during or after 1978 all parties acknowledge and agree that:

1. Seller warrants that they neither have knowledge of, nor records or reports pertaining to lead-based paint and/or lead based paint hazards in the property.
2. Said contract on home constructed prior to 1978 is also contingent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead based paint hazards at the purchasers expense until 9pm on the tenth calendar day after contract acceptance (intact lead based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "protect your family from lead in your home" for more information.) This contingency will terminate at the above pre-determined deadline unless the purchaser delivers to seller a written contract modification (addendum) listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The seller may within 10 days of delivery of the addendum, elect in writing whether to correct the condition prior to settlement. If seller will correct the condition, the seller shall furnish the purchaser with a certificate from a risk assessor or inspector demonstrating that the condition has been remedied before the date of settlement. If the seller does not elect to make repairs, or if the seller makes a counter offer, the purchaser shall have 10 days to respond to the counter offer or remove the contingency and take the property in "as is" condition, or this contract shall become void and all earnest monies shall be refunded. The purchaser may remove this contingency at any time without cause.

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: _____ Date: _____

Buyer: _____ Date: _____