



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

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

The following is part of the Purchase & Sale Agreement the Lease/Rental Agreement dated _____, 20____
between _____ ("Buyer" or "Lessee") and _____ ("Seller" or "Lessor") concerning _____ ("the Property").

Lead Warning Statement—Purchase and Sale Agreements

Every purchase 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.

Lead Warning Statement—Lease/Rental Agreements

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Seller's/Lessor's Disclosure. Seller/Lessor makes the following disclosures:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Seller/Lessor knows the following lead-based paint and/or lead-based paint hazards are present in the housing.

 Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller/Lessor: (check one below):

Seller/Lessor has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, as follows:

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

Buyer's/Lessee's Acknowledgment. Buyer/Lessee acknowledges that:

(c) Buyer/Lessee has received copies of all information listed above.

(d) Buyer/Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) If this Disclosure is being made by Seller as part of a Purchase and Sale Agreement, then Buyer has (check one below):

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

or

INITIALS: Buyer/Lessee _____ Date _____ Seller/Lessor _____ Date _____

Buyer/Lessee _____ Date _____ Seller/Lessor _____ Date _____



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- Accepted an opportunity to conduct a ten (10) day risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards as part of the Feasibility Contingency set forth in the Purchase and Sale Agreement.

Licensees' Acknowledgment. Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. 4582(d) and are aware of their responsibility to ensure compliance.

CANCELLATION RIGHTS. If a residential dwelling or housing was built on the Property prior to 1978, this Disclosure must be provided to Buyer/Lessee before mutual acceptance of the purchase and sale, rental, or lease agreement. If this Disclosure is not provided before mutual acceptance, then Buyer may rescind the purchase and sale, rental, or lease agreement up to three (3) days after Buyer receives this Disclosure.

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.

_____	_____	_____	_____
Buyer/Lessee	Date	Seller/Lessor	Date
_____	_____	_____	_____
Buyer/Lessee	Date	Seller/Lessor	Date
_____	_____	_____	_____
Selling Broker	Date	Listing Broker	Date

INITIALS: Buyer/Lessee _____ Date _____ Seller/Lessor _____ Date _____

Buyer/Lessee _____ Date _____ Seller/Lessor _____ Date _____