

## LEAD-BASED PAINT DISCLOSURE

Federal law mandates that Sellers/Lessors of housing constructed prior to 1978 must complete certain Lead-Based Paint Disclosure requirements. These should be completed before the Buyer/Lessee makes an offer and certainly before the Seller/Lessor accepts a purchase offer, otherwise the Buyer/Lessee may not be obligated under any contract to purchase such housing.

### 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/Lessor of any interest in residential real property is required to provide the Buyer/Lessee with any information on lead-based paint hazards from risk assessments or inspections in the Seller's/Lessor's possession and notify the Buyer/Lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

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

### Seller/Lessor Disclosure

Seller/Lessor to check one box below:

- Seller/Lessor has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- Seller/Lessor is aware of the presence of lead-based paint and/or lead-based paint hazards and has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information:
- \_\_\_\_\_
- \_\_\_\_\_

### Buyer/Lessee Acknowledgment

- 1) Buyer/Lessee has received copies of all records, reports and information listed above (if any), and
- 2) Buyer/Lessee has read the Lead Warning Statement (above) and understands its contents, and
- 3) Buyer/Lessee has received the lead hazard information pamphlet Protect Your Family From Lead In Your Home (copies available at <http://www.hud.gov/offices/lead/outreach/leapame.pdf>), and
- 4) (ONLY applies to sale of real property) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if buyer checks the second box below.

Buyer to check one box below (ONLY applies to sale of real property):

- Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- Buyer **waives the opportunity to conduct a risk assessment or inspection** for the presence of lead-based paint and/or lead-based paint hazards.

### Licensee Acknowledgment

Licensees have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C 4852d (see complete U.S. Code at <http://tinyurl.com/yf66z2>), and are aware of listing and selling licensees' duty to ensure compliance.

### Certification of Accuracy

The Seller/Lessors, Buyers and Licensees have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and have received a copy hereof.

_____ Seller/Lessor Signature	_____ Date	_____ Buyer/Lessee Signature	_____ Date
_____ Seller/Lessor Signature	_____ Date	_____ Buyer/Lessee Signature	_____ Date
_____ Licensee Signature	_____ Date	_____ Licensee Signature	_____ Date



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F15 Lead Based Paint Disclosure

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