



FACT SHEET

EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

BACKGROUND

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

TYPE OF HOUSING COVERED

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.

- Foreclosure sales.

EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

Electronic Access:

Gopher: gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm

WWW: <http://www.epa.gov/opptintr/lead/index.html>
<http://www.hud.gov>

Dial up: (919) 558-0335

FTP: [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type "anonymous." Your password is your Internet E-mail address.)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ 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).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ 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

(ii) _____ 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 (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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 they have provided is true and accurate.

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

EPA and HUD Real Estate Notification and Disclosure Rule Questions and Answers

The Rule

What is the purpose of this rule and who is affected?

To protect the public from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

When does the rule take effect?

The rule's effective date depends on the number of housing units owned.

! For owners of more than 4 dwelling units, the effective date is September 6, 1996.

! For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

Affected Housing

What type of housing is affected by this rule?

This rule applies to all housing defined as target housing, which includes most private housing, public housing, housing receiving federal assistance, and federally owned housing built before 1978.

What type of housing is not affected by this rule?

Housing that is not affected by this rule includes:

! 0-bedroom dwellings, such as lofts, efficiencies, and studios.

! Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.

! Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.

! Rental housing that has been inspected by a certified inspector and is found to be free of

lead-based paint.

How does this rule apply to housing common areas such as stairwells, lobbies, and laundry rooms?

Common areas are those areas in multifamily housing structures that are used or are accessible to all occupants. The rule requires that sellers and lessors disclose available lead information about common areas so that families can be informed about preventive actions.

Why doesn't this rule affect housing built after 1978?

Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint in housing in 1978.

Is my home unsafe if it contains lead-based paint?

Approximately three-quarters of the nation's housing built before 1978 contains some lead-based paint. This paint, if properly managed and maintained, poses little risk. If allowed to deteriorate, lead from paint can threaten the health of occupants, especially children under 6 years old. If families and building owners are aware of the presence of lead-based paint and the proper actions to take, most lead-based paint hazards can be managed. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides important information for families and home owners to help them identify when lead-based paint is likely to be a hazard and how to get their home checked.

Seller & Lessor Responsibilities

What if I'm selling target housing?

Property owners who sell target housing must:

- ! Disclose all known lead-based paint and lead-based paint hazards in the housing and any available reports on lead in the housing.
- ! Give buyers the EPA pamphlet *Protect Your Family from Lead in Your Home*.
- ! Include certain warning language in the contract as well as signed statements from all parties verifying that all requirements were completed.
- ! Retain signed acknowledgments for 3 years, as proof of compliance.
- ! Give buyers a 10-day opportunity to test the housing for lead.

What if I'm renting target housing?

Property owners who rent out target housing must:

- ! Disclose all known lead-based paint and lead-based paint hazards in the home and any available

reports on lead in the housing.

- ! Give renters the EPA pamphlet *Protect Your Family From Lead in Your Home*.
- ! Include certain warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
- ! Retain signed acknowledgments for 3 years, as proof of compliance.

Am I required to give the EPA pamphlet *Protect Your Family From Lead in Your Home* to existing tenants?

No, but when tenants renew their leases, you must give them the pamphlet and any available reports. In other words, you must give them the same information that you are required to provide new tenants.

What if the buyers/renters don't speak English?

In cases where the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish and will be made available to the public. EPA and HUD are considering publishing the pamphlet in other languages as well.

Must I check my house for lead prior to sale?

No. The rule does not require that a seller conduct or finance an inspection or risk assessment. The seller, however, is required to provide the buyer a 10-day period to test for lead-based paint or lead-based paint hazards.

Is the seller required to remove any lead-based paint that is discovered during an inspection?

No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment. In addition, the rule does not prevent the two parties from negotiating hazard reduction activities as a contingency of the purchase and sale of the housing.

What if I know there is lead-based paint in my home?

If you know there is lead-based paint in your home, you are required to disclose this information to the buyer or renter along with any other available reports on lead.

What if the lessor knows that there is no lead-based paint in my rental

housing?

If your rental housing has been found to be free of lead-based paint by a certified inspector, this rule does not apply. However, landlords seeking an exclusion to this rule must use state certified inspectors. If your state does not have a certification program, you may use a certified inspector from another state. In addition, EPA is developing certification requirements for individuals and firms conducting lead-based paint inspections, risk assessments, and abatements.

Agent Responsibilities

What are my responsibilities as an agent?

Agents must ensure that:

- ! Sellers and landlords are made aware of their obligations under this rule.

- ! Sellers and landlords disclose the proper information to lessors, buyers, and tenants.

- ! Sellers give purchasers the opportunity to conduct an inspection.

- ! Lease and sales contracts contain the appropriate notification and disclosure language and proper signatures.

What is the responsibility of an agent if the seller or landlord fails to comply with this rule?

The agent is responsible for informing the seller or lessor of his or her obligations under this rule. In addition, the agent is responsible if the seller or lessor fails to comply. However, an agent is not responsible for information withheld by the seller or lessor.

Purchaser & Renter Rights

As a purchaser, am I required to conduct and finance an inspection?

No. The rule simply ensures that you have the opportunity to test for lead before purchase.

Can the inspection/risk assessment period be waived?

Yes. The inspection or risk assessment period can be lengthened, shortened, or waived by mutual written consent between the purchaser and the seller.

If I am renting, do I have the same opportunity to test for lead?

Under the law, the 10-day inspection period is limited to sales transactions, but nothing prevents

the renter from negotiating with the lessor to allow time for an inspection before rental.

Where can I find a qualified professional to conduct an inspection?

State agencies can provide helpful information for locating qualified professionals in your area. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides the phone numbers of these state agencies. It is important to verify the qualifications of individuals and firms before hiring them.

Must inspectors be certified?

Some cities and states have their own rules concerning inspector certification. These requirements, which may be administered at the state or federal level, may not be in place for several years. Once these requirements are in place, professionals who offer to perform lead-based paint inspections must be certified. The certification requirements that EPA is developing will ensure that inspectors engaged in lead-based paint activities have completed an EPA-certified training program or an EPA-approved state program. Meanwhile, EPA and HUD recommend that people inspect the qualifications and training of individuals and firms before hiring them to conduct risk assessments, inspections, or abatements.

Liability

Does this rule increase my liability for future lead poisoning on my property?

In some cases, disclosure may actually reduce the owner's liability since occupants may be able to prevent exposure from the beginning. Under this rule, however, sellers, landlords, or agents who fail to provide the required notices and information are liable for triple the amount of damages.

Are mortgage lenders liable under these rules if the seller or lessor fails to disclose?

Under the disclosure regulation, the rule does not identify mortgage lenders as liable parties. This rule does not affect other state and federal provisions regarding the obligations and responsibilities of lenders.

What if a seller or lessor fails to comply with these regulations?

A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements.

HUD Lead Based Paint Disclosure
Effective Date 10/1/04

HUD, its Contractors and the Selling Brokers working with the Department in the sale of HUD-owned properties, must fully comply with the requirements of the Lead Disclosure Rule (24 CFR 35, subpart A) with respect to the sale of all properties constructed before 1978.

1. **At Listing** – With respect to each property constructed before 1978, the Contractor shall, based on the information contained in the lead related reports or records known to the Contractor:
 - a. Complete and sign the appropriate Lead-Based Paint Disclosure Addendum (Addendum) indicating that the Seller does or does not have reports and records related to lead-based paint or lead hazards in the subject property, and post the signed Addendum on the property listing web site at the time the property is listed. The electronic version of the signed Addendum, and any supplements, shall accurately reflect the information in the paper version of the ink-signed Addendum, and any supplements. The electronic version of the Addendum, and any supplements, shall be capable of being printed, saved, or otherwise reproduced in the future by the Selling Broker and the Purchaser, if the Purchaser is not represented by a Selling Broker.
 - b. Include in the Property Condition Report for each property constructed before 1978, all available lead information, including as attachments to the Addendum, full copies of all lead-based paint inspection reports, risk assessment reports and/or other records pertaining to lead-based paint and/or lead-based paint hazards. The Property Condition report and all attached reports shall be posted on the property listing web site and listed on the Addendum.
 - c. No later than two (2) business days after receipt, post on the property listing web site, all records or reports related to lead-based paint or lead-based paint hazards that are obtained by the Contractor subsequent to the initial property listing.
 - d. Upon request of the Selling Broker or prospective Purchaser, provide all available reports and records to prospective bidders in paper format.
2. **Before Bid Submission** – Through Selling Broker training and instructions published on the M&M website, the M&M contractor shall be required to:
 - a. Provide the consumer electronic disclosures to the Selling Broker (or prospective Purchaser if he or she is not represented by a Broker), pursuant to 15 USC 7001 (c). Obtain the consumer electronic consents (or electronic confirmation of consent) from the Selling Broker (or prospective Purchaser if he or she is not represented by a Broker), pursuant to 15 USC 7001 (c). Direct the Selling Broker to download the Addendum and all available lead records and reports from the property web listing and deliver paper (or hard) copies of them to the potential Purchaser for review. The Purchaser's signature line on the Addendum shall be left blank pending acceptance of the bid.

- b. Direct the Selling Broker to provide potential Purchasers with a copy of the EPA-approved pamphlet “Protect Your Family from Lead in Your Home.” The pamphlet can be downloaded from the HUD web site in English or Spanish, at the following address: **www.hud.gov/offices/lead/disclosurerule/index.cfm#forms**. A black-and-white camera-ready copy of the pamphlet ready for printing can be obtained from the National Lead Information Clearinghouse, at 1-800-424-LEAD, or **www.epa.gov/lead/nlicdocs.htm**.
- c. Notify Selling Brokers that they can obtain additional information on the Lead Disclosure Rule from the National Lead Information Clearinghouse (sponsored by HUD, EPA and the Centers for Disease Control and Prevention) by telephone at (800) 424-LEAD, or **www.epa.gov/lead/nlic.htm**. Questions can be submitted by e-mail, and documents can be ordered at this site. Other information on the Lead Disclosure Rule is available from HUD’s website, **www.hud.gov/offices/lead**.

3. **Following Bid Acceptance** – After the contractor accepts a bid, the Contractor shall:

- a. Ensure that the Selling Broker obtains the Purchaser’s signature and date on the Addendum and returns the Addendum to HUD along with the sales contract. The date of the Purchaser’s signature on the Addendum will be the commencement date of the fifteen (15) day *lead* contingency period.
- b. Deliver to the Selling Broker by overnight delivery any and all additional lead reports or information on the subject property that become available and were not posted on the website for retrieval prior to bid submission as well as a supplemental Lead-Based Paint Disclosure Addendum (supplemental Addendum), acknowledging receipt of any additional lead related documents.
- c. *If applicable*, ensure that the Selling Broker delivers the additional reports and information to the Purchaser and obtains the Purchaser’s signature on the supplemental Addendum and returns it to HUD.
- d. In the case of a sale where a Selling Broker does not represent the Purchaser, the Contractor shall complete the appropriate Addendum, entering "N/A" on the lines for Selling Broker’s signature. The Contractor shall sign on behalf of the Seller and deliver the Addendum to the Purchaser along with full copies of all lead related records and reports and a copy of the EPA-approved pamphlet “Protect Your Family from Lead in Your Home”. The date of the Purchaser’s signature on the Addendum shall be the commencement date for the fifteen (15) calendar day contingency period.

LEAD-BASED PAINT DISCLOSURE ADDENDUM

SELLER HAS RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: _____
Property Address: _____

Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller Acknowledgement and Contingency Period

Reports and records are available for downloading and review from the property listing web site, and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires fifteen (15) calendar days from the date of the Purchaser's signature below. Because the Purchaser had access to lead records and reports before submission of its bid, the Purchaser may withdraw from the purchase contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal), but is not entitled to a refund of earnest money, *unless* the Purchaser obtained an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor and the Purchaser provides the Seller with a copy of the inspection report

The findings of the records or reports provided by the Seller are as follows:

- _____ No lead-based paint or lead-based paint hazards were found.
- _____ Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.
- _____ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated and Seller has already completed the required stabilization. The lead-based paint stabilization plan and the lead clearance report showing that acceptable levels were met are available for downloading from the property listing web site, and have been provided to the Purchaser as evidenced by the signature(s) below. No further stabilization is planned.
- _____ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated. Seller caused to be prepared a lead-based paint stabilization plan

that is available for downloading from the property listing web site and has been provided to the Purchaser as evidenced by the signature(s) below.

Financing Type (Selling Broker to initial applicable item)

_____ ***No FHA Financing of pre-1960 property, or no FHA Financing of 1960-1977 property that has lead records from previous owner(s) or from Seller:*** If the purchase of this property is not being financed with an FHA insured loan, the Seller will not complete any additional inspection, testing or clearance. The Purchaser has a contingency period to review reports provided by the Seller or to conduct independent investigation or assessment that expires 15 days from the date of the Purchaser's signature below.

_____ ***Any FHA Financing Except 203(k):*** This property is being sold subject to FHA insured financing under a program other than a 203(k) Rehabilitation Mortgage and, as disclosed above by the seller, deteriorated lead-based paint was found. If the Seller has not already done so, the Seller agrees to stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

_____ ***FHA 203(k) Financing:*** This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. The Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

Purchaser Acknowledgement (initial applicable items)

_____ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

_____ Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.

_____ Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards..

Selling Broker Acknowledgement (initial)

_____ Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

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.

_____ (Purchaser) _____, 20__ (date)

_____ (Co-Purchaser) _____, 20__ (date)

_____ (Selling Broker) _____, 20__ (date)

_____ (Seller) _____, 20__ (date)

LEAD-BASED PAINT DISCLOSURE ADDENDUM

SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: _____
Property Address: _____

Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Inspection Contingency

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date of the Purchaser's signature below, to conduct at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides the Seller with a copy of the inspection report.

Financing Type (Selling Broker to initial applicable clause)

_____ ***No FHA Financing of 1960-1977 Property:*** The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

_____ ***Any FHA Insured Financing Except 203(k):*** This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution the Seller will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Seller will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

_____ ***FHA 203(k) Financing:*** This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution the Seller will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization plan, if deteriorated lead-based paint is found, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

Purchaser Acknowledgement (initial)

_____ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

_____ Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Selling Broker Acknowledgement (initial)

_____ Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

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.

_____ (Purchaser) _____, 20__ (date)

_____ (Co-Purchaser) _____, 20__ (date)

_____ (Selling Broker) _____, 20__ (date)

_____ (Seller) _____, 20__ (date)