

**LEAD-BASED PAINT HAZARDS ADDENDUM
TO STANDARD OFFER, AGREEMENT, AND ESCROW INSTRUCTIONS
FOR PURCHASE OF RESIDENTIAL INCOME PROPERTY
(For residential property built prior to 1978)**

Date: _____

By and Between

Seller: _____

Buyer: _____

Property Address: _____

(street address, city, state, zip)

Paragraph: _____

This Addendum is attached to and made part of the above-referenced Agreement. In the event of any conflict between the provisions of this Addendum and the Agreement, this Addendum shall control.

If the Property is residential property built prior to 1978, then as required by federal law (42 USC §4852d):

1. **LEAD WARNING STATEMENT.** The following is included in the Agreement:

"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 DISCLOSURES.**

(a) Seller must provide Buyer a lead hazard information pamphlet, as prescribed by the Administrator of the Environmental Protection Agency. (This pamphlet can be obtained via the following link: [https://www.epa.gov/lead/protect-your-family-lead-your-home.](https://www.epa.gov/lead/protect-your-family-lead-your-home)) Seller has provided to Buyer this pamphlet (or an equivalent pamphlet approved for use in the state where the Property is located).

(b) Seller discloses that Seller has no knowledge of the presence in the Property of any lead-based paint or any lead-based paint hazards, except (if there are no exceptions, write "NONE"): _____

(c) Seller discloses that Seller has no lead hazard evaluation report available to Seller, except the following which Seller has provided Buyer (if there are no exceptions, write "NONE"): _____

(d) The Agreement must permit Buyer a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

3. **BUYER'S ACKNOWLEDGMENTS.** Buyer certifies that Buyer has:

(a) Read the Lead Warning Statement above and understands its contents;

(b) Received from Seller a lead hazard information pamphlet described above (or an equivalent pamphlet approved for use in the state where the Property is located), and the lead hazard evaluation reports, if any, described above; and

(c) Either (check the applicable box):

i. A 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the Agreement to purchase the Property 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.

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