

## LEAD-BASED PAINT DISCLOSURE

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

### 5 **Lead Warning Statement**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978  
7 is notified that such property may present exposure to lead from lead-based paint that may place young children at  
8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological  
9 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired  
10 memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential  
11 real property is required to provide the Buyer with any information on lead-based paint hazards from risk  
12 assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.  
13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

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

### 15 **Seller Disclosure**

16 ***Seller to check one box below:***

- 17  Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the  
18 housing.
- 19  Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has  
20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based  
21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited  
22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of  
23 the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports  
24 regarding common areas. It also includes records or reports of other residential dwellings in multifamily  
25 housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-  
26 based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall  
27 indicate as such.

28 \_\_\_\_\_  
29 \_\_\_\_\_

### 30 **Buyer Acknowledgment**

- 31 1) Buyer has received copies of all records, reports and information listed above (if any);  
32 2) Buyer has read the Lead Warning Statement (above) and understands its contents;  
33 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your  
34 Home" (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);  
35 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of  
36 time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment  
37 or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the  
38 second box below.

39 ***Buyer to check one box below:***

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

This form is copyrighted and may only be used in real estate transactions in which Don Martin is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.



43  Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint  
44 and/or lead-based paint hazards.

45 **Licensee Acknowledgment**

46 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are  
47 aware of listing and selling licensees' duty to ensure compliance.

48 **Certification of Accuracy**

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

51 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment  
52 purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

53 The party(ies) below have signed and acknowledge receipt of a copy.

54 \_\_\_\_\_  
55 **SELLER** **SELLER**

56 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
57 **Date** **Date**

58 The party(ies) below have signed and acknowledge receipt of a copy.

59 \_\_\_\_\_  
60 **BUYER** **BUYER**

61 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
62 **Date** **Date**

63 The party(ies) below have signed and acknowledge receipt of a copy.

64 \_\_\_\_\_  
65 **REAL ESTATE LICENSEE FOR SELLER**

66 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
67 **Date**

68 The party(ies) below have signed and acknowledge receipt of a copy.

69 \_\_\_\_\_  
70 **REAL ESTATE LICENSEE FOR BUYER**

71 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
72 **Date**

For Information Purposes Only:

\_\_\_\_\_  
Listing Company

\_\_\_\_\_  
Selling Company

\_\_\_\_\_  
Independent Licensee

\_\_\_\_\_  
Independent Licensee

*NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

This form is copyrighted and may only be used in real estate transactions in which Don Martin is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.