



ADDITIONAL TERMS - LEAD PAINT
RESIDENTIAL PURCHASE AND SALE AGREEMENT

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Use subject to Terms of Use below.

Date: _____

Buyer(s): _____

Seller(s): _____

Property: _____

These Additional Terms control if there is a conflict with any other terms of the Agreement. Federal law, [42 U.S.C. 4852\(d\)](#), imposes obligations on a seller of real property built prior to 1978.

1. Seller's Disclosure:

a. **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.

b. **Seller Statement Disclosing Presence:** The following are known lead-based paint and/or lead-based paint hazards in the Property, including all known additional information such as the basis for the determination that such hazards exist, the location of such hazards, and the condition of the painted surfaces (**check one**):

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards.
- Known lead-based paint and/or lead-based paint hazards are present (explain):

_____.

c. **Records and Reports Available to Seller:** Records or reports are available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property and have been provided to the Buyer (**check one**):

- Seller has no such records or reports.
- Seller has provided the Buyer/Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list provided documents):

_____.



- d. **Seller Certification:** Seller certifies that, to the best of his or her knowledge, the statements above in subparagraphs b. and c. are accurate.

Seller's signature and date

Seller's signature and date

2. Buyer's Acknowledgment

- a. **Buyer's Receipt of Information:** Buyer received the following: (i) a statement from the seller disclosing the known lead-based paint and/or lead-based paint hazards in the Property, including all known additional information such as the basis for the determination that such hazards exist, the location of such hazards, and the condition of the painted surfaces; (ii) a list of records or reports that are available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property; and (iii) the pamphlet "Protect Your Family from Lead in your Home."

- b. **Buyer's Remedy:** Buyer has (check one):

- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
- Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions (accepted if neither box checked):
 - i) This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector of Buyer's choice and at Buyer's expense. Seller shall cooperate in scheduling and allowing the inspection.
 - ii) This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of either (i) disapproval of the risk assessment or inspection, or (ii) termination of this Agreement. Such notice must be given within 10 days after Buyer's receipt of this Disclosure. If Buyer gives notice of disapproval of the risk assessment or inspection, Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.
 - iii) Seller may, within three days after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. The corrections shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector of Buyer's choice demonstrating that the condition(s) has/have been remedied prior to the Closing Date. Receipt of such certification by Buyer shall satisfy this contingency.
 - iv) In lieu of any notice by Buyer or correction by Seller, the parties may agree on any other remedy for the disapproved condition(s) as identified by Buyer, including but not



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limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in subparagraph c) for notice by Seller of intent to correct, then this contingency will be deemed satisfied.

- v) If Seller does not give timely notice that Seller will correct the conditions identified in Buyer's risk assessment or inspection and the parties do not reach an agreement on alternative remedies, then this Agreement shall terminate. Upon termination of this Agreement based on this contingency, the earnest money shall be returned to the Buyer, less any costs incurred by the Buyer pursuant to the Purchase and Sale Agreement, and the parties shall have no further obligations to each other.
- vi) Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).

Buyer's signature and date

Buyer's signature and date

3. Brokers' Acknowledgment

As set forth above, the brokers (if any) have informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to insure compliance.

Buyer's Broker signature and date

Seller's Broker signature and date

(Write "n/a" on the signature line if there is no such broker involved in this transaction.)