



Macomb County Association of REALTORS®

Lead-Based Paint and Lead-Based Paint Hazards Disclosure



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.

This disclosure is in regard to a residential dwelling commonly known as _____
(STREET ADDRESS)

Seller's Disclosure (initial all paragraphs which apply)

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Seller represents that the housing on the above described property was constructed after 12/31/77 and thereby is exempt under 42 U.S.C. 4582(d) (the lead paint disclosure regulations).

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

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Seller has no records or reports of lead-based paint and/or lead-based paint hazards in the housing.

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

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Seller has the following records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing which seller shall provide to Purchaser upon receipt of an acceptable "Buy & Sell Agreement". (list documents below)

Seller's Agent's Acknowledgment (initial)

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Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment (initial all paragraphs which apply)

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Purchaser has received copies of all information listed above, if any.

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Purchaser has received the pamphlet "**Protect Your Family from Lead in Your Home**".

Purchaser has (initial only one below):

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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

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Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Purchaser

Purchaser

Selling Sales Person

Date

Date

Date

Seller

Seller

Seller's Agent

Date

Date

Date



Macomb County Association of REALTORS®
LEAD-BASED PAINT INSPECTION ADDENDUM



This Addendum is attached to and made a part of a certain Buy & Sell Agreement between the undersigned parties dated _____, 19 __
covering property being commonly known as _____
(STREET ADDRESS)

LEAD-BASED PAINT AND LEAD PAINT RISK ASSESSMENT: (initial one paragraph)

Empty box for signature

Purchaser hereby waives purchasers right to have a lead-based paint inspection or lead-based paint assessment in regard to this property.

OR

Empty box for signature

This "Buy & Sell Agreement" is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards acceptable to Purchaser, at the Purchaser's expense.

This contingency shall terminate after _____ calendar days from the date of final acceptance by all parties to this agreement (EPA/HUD requires 10 calendar days unless otherwise agreed to by both parties).

If Purchaser finds any condition unacceptable to Purchaser, Purchaser may, within the specified time, declare this entire agreement null and void and all earnest money shall be returned to the Purchaser.

PURCHASER AGREES THAT THE CONTINGENCY PROVIDED BY THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN WAIVED, IF THE PURCHASER FAILS TO PROVIDE A WRITTEN STATEMENT TO THE SELLER OR SELLER'S AGENT WITHIN THE TIME CALLED FOR ABOVE.

IF THIS CONTINGENCY IS WAIVED OR IF PURCHASER ELECTS TO CLOSE NOTWITHSTANDING THE REPORTED UNACCEPTABLE CONDITIONS, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS "AS IS" CONDITION AS OF THE DATE OF CLOSING.

The Purchaser may remove this entire contingency at any time without cause.

SIGNATURES:

PURCHASER'S SIGNATURE: In the Presence of:

WITNESS

PURCHASER

DATE

PURCHASER

SELLER'S SIGNATURE: The above terms and conditions accepted.

WITNESS

SELLER

DATE

SELLER

DISCLAIMER: This form is provided as a service of the Macomb County Association of REALTORS® to it's members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. The Macomb County Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.