

HomeEq Servicing

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LEAD-BASED PAINT INSPECTION CONTINGENCY AND DISCLOSURE ADDENDUM TO CONTRACT OF SALE

This Addendum is made a part of the Contract of Sale date _____, 20____, between _____ (“Seller”) and _____ (“Purchaser”), for the property located at _____.

In the event any provision of this Addendum conflicts in whole or in part with the terms of the Contract of Sale, the provision of this Addendum shall control.

1. **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 THE POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

2. **Seller’s Disclosure** (Seller initial)

____(a) Presence of lead-based paint and/or lead based paint hazards (check one below):
 Known lead-based paint and/or lead-based hazards are present in the housing (explain).

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

____(b) Records and reports available to Seller (check one below):

Seller has provided Purchaser with all records and report (which were available to Seller) pertaining to lead-based paint hazards in the housing (list of documents).

 Seller has no reports or records pertaining to lead-based paint hazards in the housing.

3. **Lead-based Paint Inspection Contingency.** If the property was constructed prior to 1978 and includes a residential dwelling designated as “Target housing” by EPA regulations at 40 CFR Section 745.103, then the Contract of Sale is made contingent upon Purchaser’s right to undertake a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, including undertaking a risk assessment. If such inspection is not obtained by Purchaser within the stated ten (10) day period, the contingency is terminated.

If lead-based paint or lead-based paint hazards are present, Purchaser may deliver, within the same ten (10) day period, a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report or Purchaser may terminate the Contract of Sale by giving Seller written notice within twelve (12) days after the effective date of the Contract of Sale. If Purchaser deliver a written addendum to Seller, Seller shall have the right to elect to correct the condition or terminate the Contract of Sale.

4. **Purchaser's Acknowledgment** (Purchaser initial)

- _____(a) Purchaser has received copies of all information listed above.
- _____(b) Purchaser has received the pamphlet Protect Your Family from Lead In Your Home.

5. **Agent's Acknowledgment** (Agent initial)

- _____(a) Agent informed Seller of Seller's obligations under 42 U.S.C. Section 4852d and is aware of his/her responsibility to ensure compliance.

6. **Certificate 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	Purchaser	Date
		_____	_____
		Purchaser	Date
_____	_____	_____	_____
Listing Agent	Date	Selling Agent	Date