

LEAD-BASED PAINT ADDENDUM TO RESIDENTIAL SALE LISTING CONTRACT

ADDENDUM DATE \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ TO LISTING CONTRACT DATED \_\_\_\_\_

PROPERTY \_\_\_\_\_

SELLER(S) \_\_\_\_\_

A. APPLICABLE LAW

Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Federal Program applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a disclosure of information on lead-based paint and lead-based paint hazards in the property.

Under the Federal Program, the seller is required to provide the buyer with a ten-day time period (or other mutually agreeable time period) for the buyer, at buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the lead-based paint disclosure form. Seller(s) and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure form for a period of three (3) years following the date of settlement.

A SELLER OR AGENT WHO FAILS TO PROVIDE THE REQUIRED LEAD-BASED PAINT DISCLOSURES AND EPA PAMPHLET MAY BE LIABLE UNDER THE FEDERAL PROGRAM FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES

B. REPRESENTATION OF SELLER

Seller represents and warrants to broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that (Please initial the appropriate space)

\_\_\_\_\_ the Property was built during or after 1978, the Federal Program does not apply to the Property, skip Section C, below

\_\_\_\_\_ the Property was built before 1978 (the Federal Program applies to the Property)

\_\_\_\_\_. Seller is uncertain as to date classification, therefore, Seller acknowledges that, for the purposes of the sale contemplated by this listing contract, the Property will be treated as though it had been constructed prior to 1978. Seller acknowledges that the Property is subject to Federal law as to the presence of lead-based paint and/or lead-based paint hazards.

C. SELLER ACKNOWLEDGES RECEIPT OF THE FOLLOWING INFORMATION FROM BROKER

EPA Brochure: "EPA and HUD Regl Estate Notification and Disclosure Rule"  
EPA Brochure: "Protect Your Family From Lead In Your Home"

Please check in box below if Property is being sold as a rental property

**SALE OF RENTAL PROPERTY**  
If the property being sold is a rental property built prior to 1979, Seller acknowledges that the property may also be subject to the Maryland Lead Poisoning Prevention Program (the Maryland Program) and agrees to provide buyers with all applicable disclosures required under the Maryland Program.  
Seller of pre-79 rental property acknowledges receipt of the following information from broker:  
MDE Brochure: "Lead Poisoning Prevention Program - Summary"  
MDE Brochure: "Notice of Tenant's Rights"

BROKER:

SELLER(S):

\_\_\_\_\_

\_\_\_\_\_  
Seller Date

By: \_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Seller Date

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