



LEAD-BASED PAINT EXHIBIT “ _____ ”



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ Offer Date _____ for the purchase and sale of that certain Property known as: _____ 1234 Any Street _____, _____ City _____, Georgia _____ Zip Code _____.

1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser of any interest in residential 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.

2. Seller’s/Lessor’s Disclosure. [Seller/Lessor to initial section A. and B. below]

A. Presence of lead-based paint and/or lead paint hazard [check one below]:

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

Seller/Lessor Initials

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

B. Records and Reports available to the Seller/Lessor [check one below]:

Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below): _____

Seller/Lessor Initials

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

Buyer’s/Lessee’s Acknowledgment. [Buyer/Lessee to initial sections below]

C. Buyer/Lessee has received copies of all information listed above.

Buyer/Lessee Initials

D. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet “Protect Your Family From Lead in Your Home”.

Buyer/Lessee Initials

E. Buyer/Lessee has [check one below]:

Received a ten (ten) 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

Buyer/Lessee Initials

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

Broker’s Acknowledgment. [Broker to initial below]

F. Broker has informed the Seller/Lessor of the Seller’s/Lessor’s obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

Broker’s Initials

3. 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.

Seller/Lessor Date _____ Buyer/Lessee _____ Date _____

Seller/Lessor Date _____ Buyer/Lessee _____ Date _____

Listing Broker Date _____ Selling/Leasing Broker _____ Date _____

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like “Buyer/Lessee” shall mean either a Buyer or a Lessee or both as the context may indicate.