

# LEAD-BASED PAINT EXHIBIT “ \_\_\_\_\_ ”



2014 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale or lease of that certain Property known as: \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_.

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

Every purchaser or tenant 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 or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller’s or Landlord’s possession and notify the Buyer or Tenant 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/Landlord’s Disclosure.** \_\_\_\_\_  
**Initials of Seller / Landlord**

- 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/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and Reports available to the Seller/Landlord [check one below]:
  - Seller/Landlord has provided the Buyer/Tenant 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/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**3. Buyer’s/Tenant’s Acknowledgment.** \_\_\_\_\_  
**Initials of Buyer / Tenant**

- A. Buyer/Tenant has received copies of all information, if any, listed above.
- B. Buyer/Tenant has read and understands the above lead warning statement and has received the pamphlet “Protect Your Family from Lead in Your Home”.
- C. Buyer/Tenant has [check one below]:
  - Received a ten (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
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**4. Broker’s Acknowledgment.** \_\_\_\_\_  
**Initials of Broker or Licensee of Broker**

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

**5. 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.

_____	_____	_____	_____
Buyer/Tenant	Date	Seller/Landlord	Date
_____	_____	_____	_____
Buyer/Tenant	Date	Seller/Landlord	Date
_____	_____	_____	_____
Selling/Leasing Broker	Date	Listing 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/Tenant” shall mean either a Buyer or a Tenant or both as the context may indicate.**

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