

SALES CONTRACT ADDENDUM FOR LEAD-BASED PAINT TESTING

(Required for Sale of Housing Constructed Prior to 1978)

This addendum is made on _____, _____, to a Sales Contract ("Contract") dated _____, _____, between _____ ("Purchaser") and _____ ("Seller") for the purchase and sale of the Property: _____.

SELECT AND CHECK ONLY ONE OF THE FOLLOWING PARAGRAPHS:

THIS CONTRACT IS CONTINGENT until **EITHER** 9:00 p.m. on the 10th calendar day after the Date of Ratification **OR** 9:00 p.m. on _____, _____, upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* to be conducted at the Purchaser's expense. This contingency will terminate at the above deadline unless the Purchaser Delivers to the Seller a written contract addendum listing the specific existing deficiencies and the corrections needed, together with a copy of the inspection report and/or risk assessment report prepared by a Federal or State certified lead inspector and/or risk assessor. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s). If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with written certification, from a Federal or State certified lead inspector and/or risk assessor, demonstrating that the condition(s) have been remedied before the date of settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, then the Purchaser shall have _____ days to respond to the counter-offer or to remove this contingency and accept the Property in "as-is" condition with respect to lead-based paint, or the Contract shall become void. If the Contract becomes void, all parties shall sign the appropriate releases, the Deposit shall then be refunded to the Purchaser, and the parties shall have no further liability under the Contract. The Purchaser may remove this contingency at any time without cause.

(*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.)

-OR-

THIS CONTRACT IS NOT CONTINGENT upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and the Purchaser expressly waives any right to conduct such an inspection.

SIGNATURES:

SELLER:

_____/_____
Date Signature

_____/_____
Date Signature

PURCHASER:

_____/_____
Date Signature

_____/_____
Date Signature

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