

# LEAD-BASED PAINT DISCLOSURE

- Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint 1
- Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller 2
- accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing. 3

#### 4 Lead Warning Statement

- Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 5
- notified that such property may present exposure to lead from lead-based paint that may place young children at risk of 6
- developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including 7
- learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also 8 poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide
- 9 the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's
- 10
- possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible 11
- lead-based paint hazards is recommended prior to purchase. 12
- 37843 780 Browns Chapel Rd Parrottsville Tn 13 Property Address:

#### 14 Seller Disclosure

16 17

18

19

20

21

22

23

24 25

26 27 28

29

30

31

32

33

34

35 36

37

38

39

#### 15 Seller to check one box below:

- Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

### **Buyer Acknowledgment**

- 1) Buyer has received copies of all records, reports and information listed above (if any);
- 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
- 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at http://www.hud.gov and http://www.epa.gov);
- 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

## Buyer to check one box below:

- Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied within 10 calendar days after the Binding Agreement Date.
- Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or 40 lead-based paint hazards. 41

#### 42 Licensee Acknowledgment

REALTORS

- Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of 43
- listing and selling licensees' duty to ensure compliance. 44 user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Version 01/01/2024



45	Certification	of	Accuracy
7.	Ceruncanon	UI	Accurac

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that

47 the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only

49 as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

p	**************************************				
The party(ies)	below have si	gned and acknowledge receip	t of a copy.		
M	M.	CHICA			
11 cere	Trace	a Holland			
	y Frances	Holland	SELLER		
1719139	z at	o'clock □ am/ □ pm		at	o'clock $\square$ am/ $\square$ pm
Date		-	Date		
The narty(ies)	helow have si	gned and acknowledge receip	t of a conv		
The purty (168)	ociow nave si	gnod did doknowiedge receip	t of a copy.		
	W. W. W.				
BUYER			BUYER		
	at	o'clock □ am/ □ pm		at	o'clock □ am/ □ pm
Date	TV		Date	······································	0 410011 2 4111 2 pm
The party(ies)	below have si	gned and acknowledge receip	t of a copy.		
(1)	11/	VIN			
Nenna	* Non -	Table			
REAL ESTA	TE LICENSE	EE FOR SELLER			
Donna & Don	Fabrikant	9			
7-7-2	7 at	9 o'clock tham/ □ pm			
Date					
The mentaline	halam hava at	gned and acknowledge receip	+ of o oom		***
ine party(ies)	below have si	gned and acknowledge receip	t of a copy.		
DEAL BORA	THE F CORNIGE	E FOR BUILD			
REAL ESTA	TE LICENSE	EE FOR BUYER			
	at	o'clock □ am/ □ pm			
Date		F			
For Informatio	n Purposes O	nly:			
	•	•			
Cou	intry Livi	ing Realty			
Listing Company		Selling Company			
Ç î				•	
		Fabrikant	· · · · · · · · · · · · · · · · · · ·		
Independent Lic	ensee		Independent L	Licensee	

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which \_\_\_\_\_\_ Donna \_\_\_\_ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



