



**CENTRAL VIRGINIA REGIONAL MLS®  
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
(Purchase)**



**Lead Warning Statement**

*Every purchaser of any interest in residential real 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 hazard. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Sellers' Disclosures (each Seller initial the appropriate space)**

(a) Presence of lead-based paint hazards:

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

**or**

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

(b) Records and reports available to the seller:

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

**or**

\_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents)

**Purchasers' Acknowledgments (each purchaser initial the appropriate space or spaces)**

\_\_\_\_\_ (c) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home."

(e) Purchaser has (initial one below):

\_\_\_\_\_ Received a 10-day opportunity (or mutually agreed-upon period which shall be \_\_\_\_\_) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's sole expense. No later than five (5) days following the expiration of the specified risk assessment/inspection period, Purchaser shall provide Seller a copy of the risk assessment/inspection report, along with a request for corrective actions relating to an LBP Deficiency.

If the reports reveal a LBP Deficiency, Seller shall provide written notice to Purchaser within five (5) days of receipt of such report ("Seller Response Period") whether Seller intends to take the corrective actions set forth in the report. If Seller elects to correct the LBP Deficiency, then such corrective actions shall be completed by Settlement. If Seller notifies Purchaser that Seller does not intend to take any corrective actions or fails to notify Purchaser as to Seller's intent within the Seller Response Period, then Purchaser may (i) terminate the Purchase Agreement and thereupon, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation thereunder, or (ii) waive this contingency and proceed to Settlement.

**or**

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

**Agents' Acknowledgments (each agent involved in this transaction initial the appropriate space)**

\_\_\_\_\_ (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure seller's compliance therewith.

\_\_\_\_\_ (g) Seller's agent (subagent) has informed the seller of the seller's obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure seller's compliance therewith.

\_\_\_\_\_ (h) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure seller's compliance therewith.

**Certificate of Accuracy**

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

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

Purchaser \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Listing Agent \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Purchaser's Agent \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_