

LEAD-BASED PAINT DISCLOSURE ADDENDUM TO AGREEMENT OF SALE
(Combined Federal/Philadelphia form for use in Philadelphia)

I. 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, behavior 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 disclose to the Buyer the presence or absence of any lead-based paint and/or lead-based paint hazards. A comprehensive lead inspection or risk assessment for possible lead-based paint and/or lead-based paint hazards is recommended prior to purchase.

II. SELLER'S DISCLOSURE

(A) *Check One.*

_____ The seller has given the buyer a lead inspection report and risk assessment by a certified lead inspector.

_____ The seller has given the buyer the following information:

The Philadelphia Department of Public Health has determined that most housing built in Philadelphia before 1978 contains dangerous lead paint. This property was built before 1978. Therefore, without a comprehensive lead inspection, conducted by a certified lead inspector, showing there is no lead paint or there is no lead-based paint hazards, you can assume that this property contains lead-based paint.

(B) The seller has told the buyer about all information they have about lead-based paint and/or lead-based paint hazards in the housing. If available, the seller has also given copies of all records and reports about lead-based paint and/or lead-based paint hazards (*if available, list records and reports below; if no knowledge, insert "no knowledge"*).

III. BUYER'S OPTION TO TEST FOR LEAD (*Complete only if buyer intends to conduct lead inspection*)

Before this Agreement becomes binding, buyer wishes to conduct, at buyer's expense, a lead inspection or lead risk assessment of the property to be purchased under this Agreement. Buyer and seller agree that the lead inspection or risk assessment will be completed by _____ (*Insert date ten (10) days after this disclosure or another agreed upon date*). If the inspection or assessment reveals lead-based paint or lead-based paint hazards, buyer may terminate this Agreement within five (5) days of the receipt of the inspection report by the buyer. Upon such termination, all deposit moneys paid on account by buyer will be refunded to the buyer, unless buyer and seller agree to a different disposition of the deposit moneys as indicated below (*Insert different disposition of deposit moneys or indicate "Not Applicable" if all deposit moneys are to be returned to buyer*):

IV. SELLER'S ACKNOWLEDGEMENT *(Initial)*

(A) _____ Seller has told the buyer about all information they have about lead-based paint or lead-based paint hazards. If available, seller has also given the buyer all records and reports which have information about lead-based paint and/or paint hazards in the housing.

V. BUYER'S ACKNOWLEDGEMENT *(Initial)*

(A) _____ Buyer has received the information listed by the Seller in Section II.

(B) _____ Buyer has received and read the above LEAD WARNING STATEMENT.

(C) _____ Buyer has received the pamphlet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.

(D) _____ Buyer has been given the option to conduct a lead inspection or lead risk assessment.

VI. AGENT ACKNOWLEDGEMENT *(Initial)*

(A) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the law.

VII. CERTIFICATION OF ACCURACY

In accordance with 42 U.S.C. and 6-806 of the Philadelphia Health Code, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER

SELLER

DATE

DATE

BUYER

BUYER

DATE

DATE

AGENT

AGENT

DATE

DATE