

LEAD-BASED PAINT INSPECTION ADDENDUM

This Agreement is made subject to an inspection or risk assessment of the property for the presence of lead-based paint or lead-based paint hazards at the purchaser's expense. This contingency shall be deemed waived unless purchaser provides the seller or the seller's attorney with written notice of the presence of lead-based paint or lead-based paint hazards along with a copy of the inspection and/or risk assessment within _____ days [insert "ten" or the number of days mutually agreed upon] of the date of acceptance of this Agreement. If such notice is given and Seller and Purchaser cannot reach a mutually satisfactory agreement within fourteen (14) days of said notice regarding the presence of lead-based paint or lead-based paint hazards, either party shall have the option of terminating this Agreement, and this Agreement shall be null and void. The Purchaser may waive this contingency at any time without cause.

The following definitions shall be used in this Agreement:

"Lead-based paint" means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

"Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

"Risk assessment" means an on-site investigation to determine and report the existence, nature, severity and location of the lead-based paint hazards including information gathering regarding the age and history of the housing and occupancy by children under six, visual inspection, limited wipe sampling or other environmental sampling techniques, other activities as may be appropriate in the opinion of the certified lead inspector and provision of a report explaining the results of the investigation.

Buyers

Sellers

