



Notice to Seller or Landlord Regarding Lead-Based Paint Law Compliance

You are hereby notified of your obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of residential housing constructed in 1978 or earlier, you are subject to specific disclosure requirements and procedural responsibilities intended to ensure that prospective buyers and tenants are informed of potential risks associated with lead-based paint.

For purposes of this notice, the term "lead-based paint" (LBP) shall mean paint or other surface coatings that contain lead. The term "lead-based paint hazards" (LBPH) shall mean conditions that result in exposure to lead from lead-contaminated dust or soil, or from lead-based paint that is deteriorated or present on accessible or friction surfaces, including doors and windows.

1. Disclosure Requirements Prior to Contract or Lease

Before a buyer or tenant becomes obligated under any contract to purchase or lease the property, you must complete each of the activities described below. If you receive an offer before completing these requirements, you may not accept that offer until all required disclosures have been made. This requirement may be satisfied by issuing a counteroffer that allows the buyer or tenant an opportunity to review the disclosures and amend their offer if desired.

A. Disclosure to Licensees or Agents

You must disclose to each licensee or other agent involved in the transaction any known information regarding LBP or LBPH. For purposes of this law, an agent is any person who enters into a contractual relationship with you or your representative for the purpose of selling or leasing the property, except for buyer agents who are compensated solely by the buyer.

Such disclosure must include:

- (1) The presence of any known LBP or LBPH;
- (2) Any additional information available concerning such conditions, including the basis for determining their existence, their location, and the condition of the painted surfaces; and
- (3) The existence of any available records or reports pertaining to LBP or LBPH.

B. Information to Be Provided to Buyer or Tenant

You must provide the buyer or tenant with an EPA-approved lead hazard information pamphlet entitled "Protect Your Family From Lead in Your Home," or an equivalent approved publication, and any records or reports available to you concerning LBP or LBPH in the property, including records relating to common areas where applicable.

If the property is part of a multifamily development and you have conducted an evaluation or reduction of LBP or LBPH affecting the property as a whole, you must provide available records and reports relating to other units and common areas.

C. Disclosure to Buyer or Tenant

You must disclose directly to the buyer or tenant the presence of any known LBP or LBPH, together with any additional information available regarding such conditions, including the basis for determining their existence, their location, and the condition of the painted surfaces.

D. Opportunity for Risk Assessment or Inspection



In connection with a sale transaction, you must provide the buyer with a ten day period during which the buyer may conduct a risk assessment or inspection for the presence of LBP or LBPH. This period may be modified by written agreement or waived entirely by the buyer in writing. This requirement does not apply to lease transactions.

2. Sales Contract Requirements

You must ensure that any contract for the sale of the property includes a written disclosure attachment containing the following elements:

- A. A federally required lead warning statement informing purchasers of potential exposure risks associated with residential properties constructed prior to 1978.
- B. A statement executed by you disclosing either the presence of known LBP or LBPH, together with all available information, or stating that you have no knowledge of such conditions.
- C. A statement identifying any records or reports provided to the buyer or confirming that no such records or reports are available.
- D. A statement executed by the buyer affirming receipt of the disclosures, receipt of the EPA-approved pamphlet, and confirmation that the buyer has either had the opportunity to conduct the required inspection or has waived that opportunity.
- E. A statement executed by each licensee or agent involved confirming that they have informed you of your obligations and understand their duty to ensure compliance.
- F. Signatures of you, the buyer, and all licensees or agents, together with dates, certifying that the information provided is accurate to the best of their knowledge.

3. Lease Requirements

You must ensure that any lease agreement for the property includes, either within the lease or as an attachment, a lead disclosure containing the following elements:

- A. A lead warning statement advising tenants that housing constructed prior to 1978 may contain lead-based paint and that exposure may pose health risks.
- B. A statement executed by you disclosing the presence of known LBP or LBPH together with all available information, or stating that you have no knowledge of such conditions.
- C. A statement identifying any records or reports provided to the tenant or confirming that none are available.
- D. A statement executed by the tenant affirming receipt of the disclosures and the EPA-approved pamphlet.
- E. A statement executed by each licensee or agent confirming compliance with disclosure obligations.
- F. Signatures of you, the tenant, and all licensees or agents, together with dates.

4. Record Retention Requirements

Sellers and licensees involved in a sales transaction must retain a copy of the completed disclosure for at least three years from the date of closing. Landlords and licensees involved in lease transactions must retain a copy for at least three years from the start of the lease term.



5. Effect of Law and Disclosures

Nothing in this law requires a seller or landlord to conduct any evaluation or remediation of LBP or LBPH. However, parties may agree in writing to include such requirements. Provided all disclosures and acknowledgments have been completed, neither the seller, landlord, nor any licensee will be responsible for a failure by a buyer's or tenant's representative to deliver disclosure materials.

Certification of Delivery

This notice was provided by _____ (licensee) on _____ (date)



Seller or Landlord Disclosure

(1) Lead-Based Paint and Lead-Based Paint Hazards

Check one:

☐ Seller or Landlord has no knowledge of LBP or LBPH in the property

☐ Seller or Landlord has knowledge of LBP or LBPH in the property as described below:

(2) Records and Reports

Check one:

☐ Seller or Landlord has no records or reports regarding LBP or LBPH

☐ Seller or Landlord has the following records or reports available:

Seller or Landlord Signature: _____ Date: _____

Seller or Landlord Signature: _____ Date: _____

Licensee Signature: _____ Date: _____

Seller or Landlord acknowledges receipt of this document.