# LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (42 U.S.C. § 4852d; 24 C.F.R. Part 35, Subpart A; 40 C.F.R. Part 745, Subpart F).

This disclosure is for (check one): [ ] a rental (lease) [ ] a sale

Property address: _____. Year built: _____.

Lessor or Seller: _____. Lessee(s) or Purchaser(s): _____.

This disclosure is attached to and made part of _____ (the lease or contract of sale).

**1. LEAD WARNING STATEMENT**

For a rental (lease): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

For a sale: 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 hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Strike the statement that does not apply.

**2. LESSOR’S OR SELLER’S DISCLOSURE**

Presence of lead-based paint and/or lead-based paint hazards (check one): [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain what is known, how it was found, where it is and the condition of the painted surfaces: _____ _____. [ ] The Lessor or Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (check one): [ ] The Lessor or Seller has provided all available records and reports about lead-based paint and/or lead-based paint hazards in the housing, listed here: _____. [ ] The Lessor or Seller has no reports or records about lead-based paint and/or lead-based paint hazards in the housing.

For a home in a building with other homes, the disclosure and records above include what the Lessor or Seller has about the common areas and any building-wide evaluation.

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This disclosure, the records and the pamphlet were given on _____, before the Lessee or Purchaser became obligated under the lease or contract. Lessor's or Seller's initials: _____

**3. LESSEE'S OR PURCHASER'S ACKNOWLEDGMENT**

_____ The Lessee or Purchaser has received copies of all information listed above.

_____ The Lessee or Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home."

Sales only, initial one: _____ The Purchaser received a 10-day opportunity (or a different period of _____ days agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or _____ the Purchaser waived that opportunity.

**4. AGENT'S ACKNOWLEDGMENT (IF AN AGENT IS INVOLVED)**

_____ The Agent has informed the Lessor or Seller of the Lessor's or Seller's obligations under 42 U.S.C. § 4852d and is aware of the Agent's responsibility to ensure compliance. Agent: _____.

**5. RECORD KEEPING AND OTHER LAW**

Each party should keep a signed copy. The Lessor or Seller and any Agent will keep a copy for at least three years from the date the lease term begins or the sale is completed.

State and local laws may add their own lead disclosure, inspection or repair duties. Massachusetts, for example, has its own lead notification forms. This disclosure does not limit any right or remedy under federal, state or local law.

**6. CERTIFICATION OF ACCURACY**

The parties below have reviewed the information above and certify that, to the best of their knowledge, the information each of them has provided is true and accurate.

**SIGNATURES**

**Lessor or Seller**

Signature: _____ Date: _____

Printed Name: _____

**Lessee or Purchaser**

Signature: _____ Date: _____

Printed Name: _____

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**Lessee or Purchaser**

Signature: _____ Date: _____

Printed Name: _____

**Agent**

Signature: _____ Date: _____

Printed Name: _____

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