


Seller Initials

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**
Continued

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Buyer's Acknowledgment

(c) Buyer has received the above Seller's Disclosure and all documents (if any). _____ 31
Buyer Initials Buyer Initials 32

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 33
Buyer Initials Buyer Initials 34

(e) Buyer has (check one below): 34

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 35
and/or lead-based paint hazards. 36

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 37
and/or lead-based paint hazards on the following terms and conditions: 38

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 39
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 40
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 41

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 42
disapproval of the risk assessment or inspection to Seller within _____ (10 days if not filled in) after 43
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 44
needed and must include a copy of the inspection and/or risk assessment report. 45

Seller may, at Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's 46
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 47
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 48
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 49
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 50
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 51
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 52
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 53

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 54
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 55
notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the 56
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 57
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 58
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 59
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 60
and without any alternative remedy for those conditions. 61

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 62
by Buyer are true and accurate. 63

Buyer Date Buyer Date 64

Brokers' Acknowledgment

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 65
to ensure compliance. 66

Buyer Broker Date Listing Broker Date 68

Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date