**ADDENDUM S - LEAD BASED PAINT**

**DISCLOSURES AND ACKNOWLEDGMENTS**

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1.  LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a
2. residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3. lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in

4 young children may produce permanent neurological damage, including learning disabilities, reduced

1. intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
2. risk to pregnant women. The seller of any interest in residential real property is required to provide the

7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the

1. seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
2. inspection for possible lead-based paint hazards is recommended prior to purchase.
3. Disclosures and Acknowledgments made with respect to the Property at

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| 11 |  |  |  |  | , Wisconsin. |
| 12 |  |  | **SELLER DISCLOSURE AND CERTIFICATION.** | **Note: See Seller Obligations at lines 27-54 and 55-112.** |
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| 13 | **(1)** | **SELLER DISCLOSURES:** (a) Seller hereby | represents that Seller has no knowledge of any lead-based paint or |

1. lead-based paint hazards (collectively referred to as LBP) present in or on the Property except:
2. (Explain the information known to Seller, including any additional information available about the basis for the determination
3. that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all

1. of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

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21 (Identify the LBP record(s) and report(s) (e.g. LBP abatements,

1. inspections, reductions, risk assessments, etc., as defined at lines 89-107) provided to Buyer, or indicate "none available.")
2. **(2) SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
3. knowledge, that the information provided by them is true and accurate.
4. (X)

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| 26 | ( | ALL | Sellers' signatures) Print Names Here | (Date) |
| 27 |  |  | **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules** |  |



1. (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
2. Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

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| 30 | **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities | shall be completed before the | Buyer is obligated |
| 31 | under any contract to purchase target housing that is not otherwise an exempt | transaction pursuant to Federal | Law. Nothing in this |

1. section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

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| 33 | (1) Provide | LBP Pamphlet to | Buyer. | The | Seller shall | provide the Buyer with an EPA-approved | lead | hazard information |
| 34 | pamphlet. | Such | pamphlets include | the |  | EPA | document | entitled Protect Your Family From Lead | In | Your Home (EPA |

1. #747-K-94-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

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| 36 | (2) Disclosure | of Known | LBP | to Buyer. The Seller shall disclose to | the | Buyer | the | presence of | any known lead-based |
| 37 | paint | and/or | lead-based paint hazards in | the target housing being sold. | The Seller | shall also | disclose | any | additional |
| 38 | information available concerning the known lead-based paint and/or lead-based paint hazards, such | as | the | basis | for the |
| 39 | determination | that | lead-based | paint | and/or lead-based paint hazards exist, | the | location | of | lead-based | paint | and/or lead-based |

1. paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

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| 41 | (3) Disclosure of | Known LBP & LBP Records to Agent. The Seller shall | disclose to each agent the presence of | any |
|  | known |  |  |  | housing | being sold | and | the existence of any available |
| 42 | lead-based paint and/or lead-based | paint hazards in the target |
| 43 | records | or reports | pertaining to lead-based paint and/or lead-based paint | hazards. | The | Seller | shall | also | disclose | any |
| 44 | additional | information | available concerning | the | known lead-based | paint | and/or | lead-based | paint | hazards, | such | as the | basis |
| 45 | for the | determination | that lead-based paint | and/or lead-based | paint | hazards | exist, the |  | location | of | lead-based | paint and/or |

1. lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

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| 47 | (4) Provision of Available LBP | Records & Reports to Buyer. The Seller shall provide the | Buyer with any records or reports |
| 48 | available | (see line 88) to the Seller | pertaining to lead-based paint | and/or lead-based | paint hazards in the target | housing | being sold. |
| 49 | This requirement includes | records | or reports | regarding common areas. | This | requirement | also | includes | records | or | reports |
| 50 | regarding other residential | dwellings | in multifamily | target housing, provided that | such | information | is part | of a risk | assessment | and/or |

1. inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

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| 52 | (b) | Disclosure | Prior to | Acceptance | of Offer. If any of | the | disclosure activities | identified in lines 30-51 occurs after | the Buyer |
|  | has |  |  |  |  |  | Seller | shall complete the | required disclosure activities prior to | accepting |
| 53 | provided | an offer | to purchase | the housing, the |

1. the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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1.  **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a)Seller requirements.Each contract to sell target
2. housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
3. Spanish):
4. (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:
5. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
6. that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead

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| 61 | poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, |
| 62 | reduced intelligence quotient, behavorial problems, and impaired memory. Lead poisoning also poses a particular risk to |

1. pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
2. lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
3. lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
4. purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of

1. known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the

69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information

1. available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination

71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint

1. hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller

1. pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
2. such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt

1. of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.
2. (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
3. (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing on

1. behalf of the Seller, a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
2. Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
3. compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
4. the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)

1. certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.
2.  **DEFINITIONS:**
3. Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as

1. removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
2. with any applicable legal requirements.
3. Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing **(referred**
4. **to in the singular whether one or more).**
5. Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
6. of a report explaining the results of the investigation.
7. Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
8. centimeter or 0.5 percent by weight.
9. Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
10. soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
11. that would result in adverse human health effects as established by the appropriate Federal agency.
12. Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
13. abatement, etc.
14. Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate

104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)

1. information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;

106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)

1. provision of a report explaining the results of the investigation.
2. Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
3. whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold **(referred to in the singular**
4. **whether one or more).**
5. Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
6. any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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1.  **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 **(1) ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby

1. acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
2. 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 **(2) CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their

1. knowledge, that the information provided by them is true and accurate.
2. (X)

120 (Agent's signature)  Print Agent & Firm Names Here  (Date) 

1. (X)

122 (Agent's signature)  Print Agent & Firm Names Here  (Date) 

123  **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION** (LBP Inspection Contingency). (a) Before a Buyer is

1. obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
2. mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
3. lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may waive the opportunity
4. to conduct the risk assessment or inspection by so indicating in writing.
5.  **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 **(1) LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is

1. checked, Buyer is deemed to have elected a 10-day contingency per lines 131-146.]

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| 131 | **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer | is | contingent | upon a federal or state certified lead |
| 132 | inspector or lead risk assessor conducting an | inspection or | risk | assessment of the | Property, at Buyer's | cost, which discloses |
| 133 | no lead-based paint and/or lead-based | paint | hazards | (see | lines | 96 | - 100)(collectively referred to as LBP). This contingency |
| 134 | shall be deemed satisfied, and Buyer | will have elected to take | the | Property "as is" | with respect to LBP, unless Buyer, within |
| 135 | days of acceptance, delivers to Seller a copy of | the inspector's | or risk assessor's written report | and a | written | notice |
| 136 | listing the LBP identified in the report | to which the | Buyer | objects. | Buyer | agrees to | concurrently deliver | a copy | of the | report |



1. and notice to the listing broker, if any.

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| 138 | RIGHT TO CURE: Seller (shall)(shall | not) |  | STRIKE ONE | have a right | to cure [if neither struck, | Seller shall | have the | right to |
| 139 |  | cure]. If Seller has | the right to cure, Seller |  |  |  |  |  |  |  |  |  | 10 days | of | receipt | of | Buyer's |
| may satisfy | this contingency by: (1) delivering, within |
| 140 | notice, written notice of Seller's election | to | abate | the | LBP | identified by the Buyer; and (2) providing Buyer, | no later than 3 days |
| 141 | prior to | closing, | with certification | from | a | certified | lead | supervisor | or | project designer, or | other | certified | lead | contractor | that |
| 142 | the identified LBP has been abated. This Offer shall be | null and | void | if | Buyer makes timely delivery of the | above | notice | and |
| 143 | report and: (1) Seller does not have a | right to cure or (2) Seller has a right to cure but: a) Seller delivers | notice | that | Seller will |
| 144 | not cure or b) Seller does not timely | deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the |
| 145 | identified | LBP by |  | methods such | as | removing, | replacing, | encapsulating, | containing, sealing | or | enclosing | the | identified | LBP, |

1. in conformance with the requirements of all applicable law.
2.  Buyer elects the LBP contingency Buyer has attached to this Addendum S.
3.  Buyer waives the opportunity for a LBP inspection or assessment.

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| 149 | **(2) BUYER** | **ACKNOWLEDGMENT:** | Buyer hereby acknowledges and certifies | that Buyer has: | (a) | received | the | Seller's |
| 150 | above-listed | disclosures, reports and | records concerning any known LBP in or on the Property (see | lines 12 - 22); (b) | received |
| 151 | a lead hazard information pamphlet | approved by the EPA; and (c) received the | opportunity to conduct a | LBP risk | assessment |

1. or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 **(3) BUYER** **CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their

1. knowledge, that the information provided by them is true and accurate.
2. (X)

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| --- | --- | --- | --- | --- |
| 156 | (ALL Buyers' signatures) | Print Names Here |  | (Date) |
| 157 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 158 | **This Addendum S is incorporated into Buyer's Offer to Purchase dated** |  | **,** |  | **.** |
| 159 | **Buyers' Initials** |  |  |  |  | **Sellers' Initials** |  |  |  |  |  |  |  |



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Drafted by: Attorney Richard J. Staff

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