

NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC
RESPONSIBILITIES OF SELLERS UNDER THE
RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT
Information for Sellers and Purchasers
Page 1 or 2

The disclosure requirements listed below are imposed on sellers of residential housing built prior to 1978 unless the housing: was built in 1978 or later; is not housing for the elderly or persons with disabilities (unless a child who is less than 6 years of age resides or is expected to reside in such housing); or is a "0-bedroom dwelling" (a residence in which the living area is not separated from the sleeping area, such as efficiencies and studio apartments).

1. Seller(s) must disclose the presence of any lead-based paint hazards actually known to the seller(s). A **Lead-Based Paint Seller's Disclosure Form** for providing such information is available from your REALTOR®. This disclosure must be made prior to the seller's acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
 - a) If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - 1) The seller's basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - 2) The location of the lead-based paint and/or lead-based paint hazards; and
 - 3) The condition of the painted surfaces.
 - b) If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
 - c) The sellers must provide a list of any records and reports available to the seller(s) pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state).
 - d) The disclosure must include the following government-mandated **Lead Warning Statement**:

"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, behavior 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."
2. Seller(s) must provide purchasers with a copy of the federally approved pamphlet entitled **Protect Your Family From Lead in Your Home**. Again, a copy of this pamphlet is available from your REALTOR®.
3. Seller(s) must permit purchaser(s) a ten day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested, evaluated or inspected for lead-based paint before the purchaser(s) become obligated under the Purchase and Sale Agreement.
4. **Seller(s) and Agents must retain the *Lead-Based Paint Seller's Disclosure Form* for at least three (3) years after closing the sale of the subject property.**

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ELECTRONIC TRANSACTIONS: The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. It may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

The undersigned hereby acknowledge that the REALTOR® named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me/us and provided me/us with a copy.

Seller(s) Purchaser(s) *(check one)* REALTOR®

Signed: _____ Signed: _____
(Printed Name) (Printed Name)

Signed: _____ Dated: _____
(Printed Name)

Dated: _____