



# LEAD BASED PAINT DISCLOSURE ADDENDUM

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards



**SELLER:** Scott T Visocsy and Elizabeth A Visocsy (AMC)

**PROPERTY:** 1501 Phillips RD Perry, KS 66073

### 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, 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.

### Seller's Disclosure (Initial applicable lines)

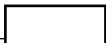
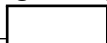
a.   **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)**  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

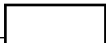
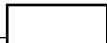
☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b.   **RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)**  
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's Acknowledgment (Initial applicable lines)

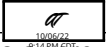
c.   **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE**

d.   **BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family from Lead in Your Home"**

e.   **BUYER HAS: (Check one below)**

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Licensee's Acknowledgment: (initial)**

f.  Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,  
THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

*Elizabeth R Visovsky*  
dotloop verified  
10/10/22 11:29 AM CDT  
DY9S-6IOR-0RA5-STVQ  
**SELLER** **DATE**

**BUYER** **DATE**

*Scott Visovsky*  
dotloop verified  
10/10/22 11:35 AM CDT  
ELAK-BT6S-WAW9-HYSU  
**SELLER** **DATE**

**BUYER** **DATE**

*Annie Talley*  
dotloop verified  
10/06/22 9:14 PM CDT  
GGBK-D00D-LN5A-CTIG  
**LICENSEE ASSISTING SELLER** **DATE**

**LICENSEE ASSISTING BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2021.



## IN ITS PRESENT CONDITION ADDENDUM

**SELLER:** \_\_\_\_\_ Scott T Visocsky and Elizabeth A Visocsky (AMC)

**BUYER:** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_ 1501 Phillips RD Perry, KS 66073

Notwithstanding any other terms of the Contract, the Property is being sold in its present condition, which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose.

- ☒ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract. BUYER has the right to ask for repairs. SELLER may deny any requests for repairs. BUYER understands SELLER has expressed intent to make no repairs. However, per the Wood Destroying Insects section of the Inspection Paragraph, SELLER agrees to pay to have the Property treated for wood destroying insects. BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.
- ☐ 2. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory. BUYER waives any right to renegotiate pursuant to the inspection provisions in the Contract.
- ☐ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.

*Elizabeth A Visocsky*  
dotloop verified  
10/10/22 11:38 AM CDT  
9/NJ-3VX5-OU5G-NZTE

**SELLER**

**DATE**

\_\_\_\_\_  
**BUYER**

**DATE**

*Scott T Visocsky*  
dotloop verified  
10/10/22 11:34 AM CDT  
11RQ-FM5D-SICL-4QNJ

**SELLER**

**DATE**

\_\_\_\_\_  
**BUYER**

**DATE**

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## RESIDENTIAL SEPTIC SYSTEM ADDENDUM

**SELLER:** \_\_\_\_\_ Scott T Visocsky and Elizabeth A Visocsky (AMC)

**BUYER:** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_ 1501 Phillips RD Perry, KS 66073

The Property which is the subject of this Contract is not connected to a municipal or public sewer system. Sewage disposal is accomplished with a septic tank or similar installation. Septic systems may be subject to local, state and federal regulation. Installations which were proper at the time of original construction may not comply with governmental regulations which have been enacted since that time. **It is recommended that BUYER check with lender and/or local government authority regarding septic system inspection.**

Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S financing may be conditioned upon proof that the septic system meets current regulatory requirements.

Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an independent inspection of the septic system.

**In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any other reason, and it is determined the system does not comply, it may be necessary to bring the system into compliance. Significant expense may be involved.**

The cost of uncovering and recovering the septic tank lid(s), if needed, for purposes of this inspection will be paid by: **(Check One)** ☒ SELLER ☐ BUYER.

The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by: **(Check One)** ☒ SELLER ☐ BUYER.

**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

<i>Elizabeth A Visocsky</i>	dotloop verified 10/10/22 11:28 AM CDT Y69j-ZR0R-1AGO-ASOP	
<b>SELLER</b>	<b>DATE</b>	<b>BUYER</b>
		<b>DATE</b>

<i>Scott T Visocsky</i>	dotloop verified 10/10/22 11:35 AM CDT GWHX-3FL1-JFOP-D9ZG	
<b>SELLER</b>	<b>DATE</b>	<b>BUYER</b>
		<b>DATE</b>

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