# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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The following is part of the Purchase and Sale Agreement dated _____

between _____ ("Buyer")
Buyer Buyer

and Leland F. Root ("Seller")
Seller Seller

concerning 710 S Whitman Avenue Rosalia WA 99170 (the "Property").
Address City State Zip

**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.

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant.

**Seller's Disclosure**

(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.

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

Leland F. Root 4-30-26
Seller Date

_____
Seller Date

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

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*Continued*

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**Buyer's Acknowledgment**

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

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

(e) Buyer has (check one below):

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

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

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

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

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

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

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

_____ Buyer Date _____ Buyer Date

**Brokers' Acknowledgment**

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

_____ Buyer Broker Date _____ Listing Broker Date

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