

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

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This Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (this "**Disclosure**") is made as of [DATE] in connection with the [LEASE / SALE] of the residential dwelling located at [PROPERTY ADDRESS, INCLUDING UNIT], [CITY, STATE, ZIP] (the "**Property**"), between:

[LANDLORD OR SELLER LEGAL NAME] ("**Disclosing Party**," and as applicable the "**Lessor**" or "**Seller**"); and

[TENANT OR BUYER LEGAL NAME(S)] ("**Receiving Party**," and as applicable the "**Lessee**" or "**Purchaser**").

The Disclosing Party and the Receiving Party are each a "**Party**" and together the "**Parties**."

Recitals. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Federal law requires that, before becoming obligated under a lease or contract to purchase target housing, the Receiving Party receive certain information about lead-based paint and lead-based paint hazards known to the Disclosing Party, together with a federally approved lead-hazard information pamphlet. This Disclosure is intended to satisfy those requirements for the Property. The Parties acknowledge and agree as follows.

1. Definitions and Application

1.1 Target housing. "**Target housing**" means housing constructed before 1978, except housing for the elderly or persons with disabilities (unless a child under six resides or is expected to reside there) and zero-bedroom dwellings. This Disclosure applies only if the Property is target housing.

1.2 Lead-based paint. "**Lead-based paint**" means paint or other surface coatings that contain lead at or above the federally defined threshold.

1.3 Lead-based paint hazard. "**Lead-based paint hazard**" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present on accessible, friction, or impact surfaces, and that would result in adverse human health effects.

1.4 Transaction type. This Disclosure is being used in connection with a [LEASE / PURCHASE] of the Property. Where a provision refers to a "Lessee," "Purchaser," "Lessor," or "Seller," it applies according to the transaction type identified above.

2. Disclosing Party's Knowledge of Lead-Based Paint

2.1 Presence of lead-based paint or hazards. The Disclosing Party represents, based on its actual knowledge, that (check and complete one):

- ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property. Explain: **[DESCRIBE LOCATION AND CONDITION]**. - ☐ (b) The Disclosing Party has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2.2 Records and reports. The Disclosing Party represents that (check and complete one):

- ☐ (a) The Disclosing Party has provided the Receiving Party with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property, listed here: **[LIST DOCUMENTS]**. - ☐ (b) The Disclosing Party has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

2.3 No independent investigation implied. This Disclosure reflects only the Disclosing Party's actual knowledge as of the date signed. It does not represent that any inspection, testing, or risk assessment has been performed, except as expressly identified in Section 2.2.

3. Lead Hazard Information Pamphlet

3.1 Delivery of pamphlet. The Disclosing Party has delivered to the Receiving Party the federally approved lead-hazard information pamphlet (commonly titled *Protect Your Family From Lead in Your Home*) or an equivalent pamphlet approved for use in **[STATE]**.

3.2 Receipt acknowledged. The Receiving Party acknowledges receipt of the pamphlet identified in Section 3.1 by signing this Disclosure.

4. Receiving Party's Acknowledgment

4.1 Information received. The Receiving Party acknowledges that it has received the disclosures in Section 2 and the pamphlet in Section 3 before becoming obligated under the lease or purchase contract for the Property.

4.2 Opportunity to assess (sales only). If this Disclosure is used in connection with a purchase, the Receiving Party has (check one):

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

4.3 Leases — no inspection period required. For a lease, federal law does not require an inspection period, and none is granted by this Disclosure unless the Parties separately agree in writing.

5. Agent's Acknowledgment

5.1 Agent duty. Any real estate agent or property manager involved in the transaction (an "**Agent**") has informed the Disclosing Party of the Disclosing Party's obligations under applicable lead-disclosure law and is aware of the Agent's own responsibility to ensure compliance.

5.2 Agent certification. By signing below, each Agent certifies that, to the best of its knowledge, the information it has provided is accurate.

6. Certification of Accuracy

6.1 Truthfulness. Each signatory certifies that, to the best of its knowledge, the statements it has made in this Disclosure are true and accurate as of the date signed.

6.2 **No alteration of other terms.** This Disclosure supplements, and does not replace or modify, the lease or purchase contract for the Property except as to the lead-disclosure matters addressed here.

7. General Provisions

7.1 **Governing law.** This Disclosure is governed by applicable federal law and, to the extent not preempted, by the laws of the State of [STATE]. Some states and localities impose additional lead-disclosure or remediation requirements; the Parties are responsible for complying with those that apply.

7.2 **Severability.** If any provision of this Disclosure is held unenforceable, the remaining provisions continue in effect.

7.3 **Counterparts and electronic signature.** This Disclosure may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

7.4 **Retention.** The Disclosing Party and any Agent should retain a copy of this signed Disclosure for the period required by applicable law (commonly at least three years from the start of the leasing or sale period).

ACKNOWLEDGMENT AND SIGNATURES. The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate.

DISCLOSING PARTY (Lessor / Seller)	RECEIVING PARTY (Lessee / Purchaser)
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

AGENT (if any)

Signature: _____
Printed name: [NAME]
Title: [TITLE OR N/A]
Date: _____

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