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# ADDENDUM
# DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
# LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

**Property Address:** 722 E Main St, Vermillion SD 57069

## Lead Warning Statement

*Every buyer 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 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 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)

[TM] 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.

[TM] 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 Acknowledgement (initial)

[ ] 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.

## Agent's Acknowledgement (initial)

[ ] f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852 d 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, that the information they have provided is true and accurate.

| | | | |
|---|---|---|---|
| Seller | Date | Buyer | Date |
| Tracy Munce | | | |
| Seller | Date | Buyer | Date |
| | | | |
| Agent | Date | Agent | Date |
| | | | |

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until _____. This contingency will terminate at the above predetermined deadline unless the Buyer (or Selling Agent) delivers to the Seller (or Listing Agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Buyer may remove this contingency at any time without cause.

**Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.**

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| Seller | Date | Buyer | Date |
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| Seller | Date | Buyer | Date |
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