

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

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between Richard B. Hoffman Mary E. O'Neil ("Buyer") 2  
Buyer Buyer  
and David and Diane Williams ("Seller") 3  
Seller Seller  
concerning 2601 Grandview Road Ferndale WA 98248 (the "Property"). 4  
Address City State Zip

**Lead Warning Statement** 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 6  
notified that such property may present exposure to lead from lead-based paint that may place young children at 7  
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 8  
including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead 9  
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is 10  
required to provide the buyer with any information on lead-based paint hazards from risk assessments or 11  
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12  
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 14  
\_\_\_\_\_ 15

**Seller's Disclosure** 16

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 17

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 18  
\_\_\_\_\_ 19  
\_\_\_\_\_ 20

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 21

(b) Records and reports available to the Seller (check one below): 22

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead- 23  
based paint hazards in the housing (list documents below). 24  
\_\_\_\_\_ 25  
\_\_\_\_\_ 26

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 27

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 28  
and information provided by Seller are true and accurate. 29

\_\_\_\_\_  
Seller Date Seller Date 30

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

**Buyer's Acknowledgment**

(c) Buyer has received the above Seller's Disclosure and all documents (if any). \_\_\_\_\_ 31  
Buyer Initials Buyer Initials 32

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_ 33  
Buyer Initials Buyer Initials 34

(e) Buyer has (check one below): 34

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 35  
and/or lead-based paint hazards. 36

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 37  
and/or lead-based paint hazards on the following terms and conditions: 38

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 39  
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 40  
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 41

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 42  
disapproval of the risk assessment or inspection to Seller within \_\_\_\_\_ (10 days if not filled in) after 43  
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 44  
needed and must include a copy of the inspection and/or risk assessment report. 45

Seller may, at Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt of Buyer's 46  
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 47  
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 48  
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 49  
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 50  
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 51  
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 52  
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 53

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 54  
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 55  
notice of termination of this Agreement within \_\_\_\_\_ days (3 days if not filled in) after expiration of the 56  
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 57  
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 58  
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 59  
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 60  
and without any alternative remedy for those conditions. 61

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 62  
by Buyer are true and accurate. 63

\_\_\_\_\_  
Buyer Date Buyer Date 64

**Brokers' Acknowledgment**

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 65  
to ensure compliance. 66  
67

\_\_\_\_\_  
Buyer Broker Date Listing Broker Date 68