

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

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1 ■ **LEAD WARNING STATEMENT:** If you, purchaser, of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. If you, purchaser, of any interest in residential real property is required to provide the
7 buyer with any information regarding lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.
10 Disclosures and Acknowledgments made with respect to the Property at _____

Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION:** _____
13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: _____

none

16 (Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP is present in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

none available

21 _____ (Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) Brian Fliess William J. Fliess 9/12/26
26 (All Sellers' signatures) Print Names Here > Breanna Fliess William Fliess (Date) >

Seller Obligations under the Federal Lead-Based Paint Disclosure Rules

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart II, §§35.80, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **LEAD-BASED PAINT DISCLOSURE FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any such activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an anti-lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint and/or lead-based paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 additional information concerning the known lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide to the Buyer all records and reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 **= CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may pose a risk of lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the following information:
64 lead-based paint hazards from risk assessments or inspections in the past. The Seller shall also provide any additional information
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
71 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

72 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
73 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
74 such records or reports are available, the Seller shall so state.

75 (4) Buyer Acknowledgment of Receipt of LBP Information & Pamphlet. A statement by the Buyer affirming receipt
76 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

77 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
78 (i) received the opportunity to have a risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

79 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
80 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
81 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
82 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
83 the required activities. Buyer's agents paid solely by Buyer are exempt.

84 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
85 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

86 ■ DEFINITIONS:

87 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

88 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
89 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
90 with any applicable legal requirements.

91 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred
92 to in the singular whether one or more).

93 Inspection means: (1) a surface inspection to determine the presence of lead-based paint, and (2) the provision
94 of a report explaining the results of the investigation.

95 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
96 centimeter or 0.5 percent by weight.

97 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
98 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
99 as determined by the appropriate Federal agency.

100 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
101 abatement, etc.

102 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
103 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
104 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
105 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
106 provision of a report explaining the results of the investigation.

107 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
108 whole or in part, (2) a fee simple interest in a leasehold project; or (3) an interest in a leasehold (referred to in the singular
109 whether one or more).

110 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
111 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION

114 **(1) ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 30 - 34) hereby
 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
 116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 **(2) CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
 118 knowledge, that the information provided by them is true and accurate.

119 (X) _____
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

121 (X) _____
 122 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

123 **■ BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
 124 offered the Property for sale, the Seller shall permit the Buyer a 10-day period (unless the parties
 125 mutually agree in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
 126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
 127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ LBP INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.

129 **(1) LEAD-BASED PAINT INSPECTION CONTINGENCY:** If the Buyer has elected a 10-day contingency, and the Buyer has
 130 checked, Buyer is deemed to have elected a 10-day contingency. This Offer is contingent upon a federal or state certified lead
 131 ☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP. If the Buyer
 135 does not, within the 10-day period, deliver to Seller a copy of the inspector's or risk assessor's written report and a written notice
 136 stating the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
 137 to the Seller. If a proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to
 139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
 146 in conformance with the requirements of all applicable law.

147 ☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 ☐ Buyer waives the opportunity for a LBP inspection or assessment.

149 **(2) BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
 150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
 151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
 152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 **(3) BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
 154 knowledge, that the information provided by them is true and accurate.

155 (X) _____
 156 (ALL Buyers' signatures)▲ Print Names Here ► (Date) ▲
 157