WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

ADDENDUM L TO LEASE - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

Addendum made part of the Lease or Rental Agreement dated 9-18-2026 for the Tenant (referred to in the singular whether one or more, also referred to as lessee), SM Racine LLC, _____ with respect to the Property at 2211 - 2219 Lathrop Ave _____ Wisconsin, unit/apt./number _____.

■ **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

■ LANDLORD'S DISCLOSURES AND CERTIFICATION:

(1) DISCLOSURE (a) Landlord hereby represents that Landlord has no knowledge of any lead-based paint or lead based paint hazards (see definitions at lines 98-102)(collectively referred to as LBP) present in or on the Property except:

_____

_____

_____

_____

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

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

_____

_____

_____

(Identify the LBP records and report(s) (e.g. LBP inspections, assessments, abatements, etc. - see definitions at lines 92-93, 96-97, & 103-108) furnished to Buyer, or indicate "none available".)

(2) CERTIFICATION: The undersigned Landlord has reviewed the information above and certifies, to the best of Landlord's knowledge, that the information provided by Landlord is true and accurate.

(X) Mohammad Asad 9-18-26
(Landlord's signatures) ▲ Print Name Here ► **Muhammed Assad** – SM Racine (Date) ▲

■ AGENT'S ACKNOWLEDGMENT AND CERTIFICATION:

(1) ACKNOWLEDGMENT: The agent(s) in this transaction hereby acknowledge that: (1) the Landlord was informed of his or her obligations, detailed on page 2 of this Addendum, under the Federal LBP Law; and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

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

(X) Julie A Algrim 9-18-2026
(Agent's signature) ▲ Print Agent & Firm Names Here ► **Julie A Algrim** Shorewest Realtors (Date) ▲

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

Landlord Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, ss. 745.107, 745.110 & 745.113; and 24 CRF subtitle A, Part 35, Subpart H, ss. 35.88, 35.90 & 35.92, which are collectively referred to in this Addendum as Federal LBP Law.)

DISCLOSURE REQUIREMENTS FOR LANDLORDS. (a) The following activities shall be completed before the tenant is obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to Federal LBP Law. Nothing in this section implies a positive obligation on the landlord to conduct any evaluation or reduction activities.

(1) Provide LBP Pamphlet to Tenant. The landlord shall provide the tenant with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

(2) Disclosure of Known LBP to Tenant. The landlord shall disclose to the tenant the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased. The landlord shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(3) Disclosure of Known LBP & LBP Records to Agent. The landlord shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The landlord shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(4) Provision of Available LBP Records & Reports to Tenant. The landlord shall provide the tenant with any records or reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in paragraph (a) of this section occurs after the tenant has provided an offer to lease the housing, the landlord shall complete the required disclosure activities prior to accepting the tenant's offer to lease and allow the tenant an opportunity to review the information and possibly amend the proposed lease.

CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.

(a) Landlord requirements. Each contract to lease target housing shall include an attachment or within the lease the following elements, in the language of the lease contract (e.g., English, Spanish):

(1) Lead Warning Statement. A lead warning statement with the following language:
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the landlord disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The landlord shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

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

(4) Tenant Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the tenant affirming receipt of the information set out in paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required under Federal LBP Law.

(5) Agent Certification. When any agent is involved in the transaction to lease target housing on behalf of the landlord, a statement that:
(i) The agent has informed the landlord of the landlord's obligations under Federal LBP Law; and
(ii) The agent is aware of his or her duty to ensure compliance with the requirements of this subpart.

(6) Signatures. The signatures of the landlords, agents, and tenants certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

OTHER DEFINITIONS:
Available means in the possession of or reasonably obtainable by the landlord at the time of the disclosure.

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

Common area means a portion of a building generally accessible to all residents/users including, but not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.

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

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

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 in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

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

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

■ RESTRICTIONS ON ACTIVITIES WHICH DISTURB LBP

Tenant, Tenant's guests and any other occupant are prohibited from disturbing paint and performing lead-based paint activities on the Property without proper State of Wisconsin Certification.

■ TENANT'S ACKNOWLEDGMENT AND CERTIFICATION:

(1) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your Family from Lead in Your Home,* may be found at https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.
Note: More information about electronic consent can be found at https://www.wra.org/ecommerce/.

(2) ACKNOWLEDGMENT: Tenant hereby acknowledges and certifies that Tenant has:
(a) received the Landlord's disclosures, reports and records concerning any known LBP in or on the Property; and
(b) received a lead hazard information pamphlet, such as *Protect Your Family from Lead in Your Home,* which was approved by the EPA.

(3) CERTIFICATION: The undersigned Tenants have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.

(X) _____
(Tenants' signatures) ▲ Print Names Here ► (Date) ▲

(X) _____
(Tenants' signatures) ▲ Print Names Here ► (Date) ▲

Copyright © 2021 by Wisconsin REALTORS® Association
Drafted by: Attorney Debra Peterson Conrad
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.