LEAD-BASED PAINT

RBI Property No. {item_id}

ADDENDUM TO CONTRACT OF SALE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Risk Assessment or Inspection Contingency

This Addendum is to be made a part of the agreement for the property as identified on page 1 of this agreement.

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. Lead Warning Statement

Every purchaser 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 permanent 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 real 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.

2. Seller`s Disclosure. The Seller discloses the following *(check applicable boxes)*:

a.) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

____(i) Known lead-based paint and/or lead based paint hazards are present in the housing (explain)

_X_(ii) Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

b.) Records and reports available to the Seller. *(check (i) or (ii) below)*:

____(i)Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_X_(ii)Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Purchaser`s Acknowledgment. Purchaser acknowledges the following *(check applicable one)*:

a.) ____Purchaser has received copies of all information listed above.

b.) _X_Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

c.) Purchaser has*(check (i) or (ii) below)*:

____ (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, as stated in Section 5 on the following page; or

_X_ (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Agent`s Acknowledgment *(check applicable box)*:

_X_ Agent has informed the Seller of the Seller`s obligations under 42.U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

5. Risk Assessment or Inspection Contingency:

The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based lead based paint hazards at the Purchaser`s expense until 9:00 p.m. on the tenth (10) calendar day after the date of the Contract of Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information.) The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10 day deadline has expired. THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10 DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER`S AGENT) DELIVERS TO THE SELLER (OR SELLER`S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENTREPORT. The Seller may, at the Seller`s option, within five (5) calendar 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 Purchaser 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 notify the Purchaser of the Seller`s election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition, if the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in “as is” condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.

6. 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.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

SELLER	BUYER(S)
_____	SIGNATURE: _____
_____	DATE: _____
_____	SIGNATURE: _____
DATE: _____	DATE: _____