

**RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT
NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978**

Property Address: 3760 White Oak Road, Eden Township, Lancaster County, Pennsylvania

Seller: Carol F. Polizzi, a/k/a Carol Florence Polizzi, Estate

Buyer: _____

Date of Agreement: April 24, 2021

Buyer and Seller have read the Lead Hazard Notices on the second page of this form.

1. Seller represents that: (check A or B)

- A Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
- B Seller has knowledge of the presence of lead-based paint or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint or hazards exist, the location[s], the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

2. Records/Reports: (check A or B)

- A Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
- B Seller has provided Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in or about the Property. (List documents.)

3. Buyer's Acknowledgment.

- A. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Addendum.
- B. Buyer has received Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in Paragraph 1, and has received any records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in Paragraph 2.

4. Risk Assessment/Inspection. Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has a ten (10) day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

- WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agree to the RELEASE set forth in Paragraph 5 of this Addendum.
- ELECTED.**

- A. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection shall be completed within _____ days of the execution of this Agreement of Sale (insert ten [10] unless Buyer and Seller agree to a different period of time). **Failure to obtain the risk assessment and/or inspection by this date will constitute a WAIVER OF BUYER'S RIGHT to obtain the assessment and/or inspection.**
- B. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller, or Agent for Seller, a written list of the specific existing hazards and the corrections requested, along with a copy of the risk assessment and/or inspection report.
- C. Seller may, within _____ days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.
- D. Upon receiving the corrective proposal, Buyer, within five (5) days, will--
1. Accept the corrective proposal and the Property in writing, which will constitute a RELEASE as set forth in Paragraph 5 of this Addendum; OR
 2. Terminate this Agreement of Sale in writing, in which case all deposit monies paid on account will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID.
- Should Seller fail to submit a written corrective proposal within the time set forth in Paragraph 4C of this Addendum, then Buyer will, within five (5) days--
1. Accept the Property in writing, which will constitute a RELEASE as set forth in Paragraph 5 of this Addendum; or
 2. Terminate this Agreement of Sale in writing, in which case all deposit monies paid on account will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID.
- E. If Buyer fails to exercise any of Buyer's options within the time limit specified in this Paragraph, then Buyer shall be deemed to have accepted the property and to have agreed to the RELEASE as set forth in Paragraph 5 of this Addendum.

5. RELEASE. Buyer hereby releases, quit claims, and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of lead-based hazards on the Property. This release shall survive settlement.

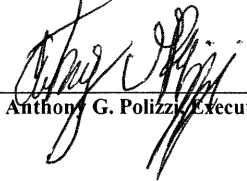
6. Certification. By signing this Addendum, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

7. **Broker's Certification.**

- A. The undersigned Agents involved in this transaction, on behalf of themselves and their brokers, certify that statements regarding lead-based paint are true to the best of their knowledge and belief.
- B. Agent for Seller's Acknowledgment: Agent for the Seller has informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d) and is aware of Agent's responsibility to ensure compliance.

CAROL F. POLIZZI, a/k/a
CAROL FLORENCE POLIZZI, ESTATE

WITNESS _____
DATE _____

SELLER By:  _____
Anthony G. Polizzi, Executor

LEAD HAZARD NOTICES

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.

Lead Hazard Disclosure Requirements: In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in Your Home* and must disclose to the buyer and the Seller's Agent the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller shall give the buyer ten (10) days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.