

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE
(Lead Test Contingency)

1 This addendum modifies the terms of the Contract for Purchase and Sale of Real Estate dated
2 _____, by and between _____,
3 Buyer(s) and _____, Seller(s), covering the
4 property commonly known as _____.

5 This contract is contingent upon a risk assessment or inspection of the property for the presence of
6 lead-based paint and/or lead-based paint hazards* at the Buyer's expense until 9:00 pm on the
7 tenth calendar day after the contract is signed by all parties.

8 This contingency will be removed after the above deadline unless the Buyer (or selling agent)
9 delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing
10 deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment
11 report. The Seller must respond in writing within three business days after Seller receives the
12 request. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification
13 from a risk assessor or inspector demonstrating that the condition has been remedied before the
14 date of the closing. If the Seller does not elect to make the repairs, or if the Seller makes a
15 counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this
16 contingency and take the property in is condition as to lead-based paint and/or lead-based
17 paint hazards or this contract shall become void. The Buyer may remove this contingency at any
18 time without cause.

19 _____
20 Buyer Date Seller Date

21 _____
22 Buyer Date Seller Date

23 * Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet
24 *Protect Your Family from Lead in Your Home* for more information.

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