



### Seller's Lead Disclosure

Rhode Island Association of REALTORS®



### Housing Sales - Rhode Island State and Federal Lead Disclosure Regulations Disclosure of Information on Lead-Based Paint and Lead-Based Hazards

#### Lead Warning Statement

**Federal Law** for Lead Contamination: "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."

**Rhode Island State Law** for Lead Contamination: The Seller of ANY INTEREST in Residential property shall disclose to the Buyer any known information on lead-based paint or lead-based hazards in paint, interior dust, soil, or water, or potential lead-based paint or lead-based hazards and their location(s), or potential location(s). This includes any records or reports known and reasonably available to the Seller regarding such hazards or potential exposure to such hazards in the property. The Seller shall maintain copies of any environmental lead inspection report for as long as they own the property. The Buyer shall receive an EPA educational pamphlet containing the insert "What You Should Know About the R.I. Lead Law".

#### Seller's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead in paint, interior dust, soil or water and/or lead-based hazards in paint, interior dust, soil, or water (check one below):

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing, including the most recent inspection report dated \_\_\_\_\_ (list additional documents below).

\_\_\_\_\_  
\_\_\_\_\_

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

#### Purchaser's Acknowledgment (initial)

\_\_\_\_\_ (c) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (d) Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home" that includes the R.I. section "What You Should Know About the R.I. Lead Law".

\_\_\_\_\_ (e) Purchaser has received a copy of "Requirements for New Owners of Rental Properties" or "Requirements for Property Owners Who Own Ten or More Residential Rental Units" regarding lead (Housing Resources Commission/R.I. Department of Health), whichever is applicable.

\_\_\_\_\_ (f) Purchaser has (check one below):

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 hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards.

#### Agent's Acknowledgment (initial)

\_\_\_\_\_ (g) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d), Section 9.0 of the Rules and Regulations of the R.I. Department of Health and Lead Hazard Mitigation Standards, and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date