

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## **LEAD-BASED PAINT DISCLOSURE (Rentals)**

**Attachment to Residential Lease or Rental Agreement for the Premises known as:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### **WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.**

#### **Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

##### **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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### **Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment**

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
  - Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_
3. Records and reports available to Landlord (check one box below):
  - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  - Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

#### **Tenant's Acknowledgment**

4. Tenant has read the Lead Warning Statement above and understands its contents.
5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

#### **Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

#### **Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

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Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Real Estate Licensee (Listing) \_\_\_\_\_ Date \_\_\_\_\_

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Real Estate Licensee (Leasing) \_\_\_\_\_ Date \_\_\_\_\_