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EWM REALTY

Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

(1) the presence of any LBP/LBPH about which you know;

(2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and

(3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

(1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and

(2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

(1) the presence of any known LBP/LBPH in the unit; and

(2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following 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 inspection 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."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

(1) affirming receipt of the information in 2.B and C above;

(2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and

(3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1. D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

(1) the licensee/agent has informed you of your legal obligations; and

(2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

Seller CM (_____) (_____) or **Landlord** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

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3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

A. The following 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, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

(1) affirming receipt of the information paragraph 3.B. and C. above; and

(2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

(1) the licensee/agent has informed you of your legal obligations; and

(2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Christine Stiphany (licensee) to seller or landlord on the _____ day of _____, _____.

Seller/Landlord makes the following disclosure to licensee:

(1) Lead-based paint and lead-based paint hazards in the housing: (check one)

☑ **(a) Seller**/Landlord has no knowledge of LBP/LBPH in the housing.

☐ **(b) Seller**/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

_____

(2) Available Records and Reports: (check one)

☑ **(a) Seller**/Landlord has no records or reports regarding LBP/LBPH in the housing.

☐ **(b) Seller**/Landlord has available the following documents regarding LBP/LBPH in the housing: _____

_____

Candice Mohamed 09-29-2016 cm

Seller/Landlord Date **Seller**/Landlord Date

Seller (CM) (_____) or **Landlord** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

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