

2.6 LEAD-BASED HAZARD ADDENDUM1 **1. Property Address or Description:** 3304 Hill St SE, Albany, OR 973222 **2. Names of Parties to this Agreement:**3 Buyer _____ Seller Gerald Bloemer

4 Buyer _____ Seller _____

5 Buyer _____ Seller _____

6 Buyer _____ Seller _____

7 **3. Lead Warning Statement.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior
 8 to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of
 9 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning
 10 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
 11 pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-
 12 based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint
 13 hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

14 **By signing below, Buyer represents that Buyer has read and understood this Lead Warning Statement.**

15 **4. "Lead Hazard" Defined.** Lead Hazards are any conditions that cause exposure to lead from lead-contaminated dust, lead-
 16 contaminated soil, or lead-contaminated paint on surfaces that would result in adverse human health effects.

17 **5. Lead Hazard Information Pamphlet.** **By signing below, Seller represents** that Seller or Seller's Agent has provided Buyer or Buyer's
 18 Agent with a copy of the EPA informational pamphlet *Protect Your Family from Lead in Your Home*, ("EPA Pamphlet") available at
 19 <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.

20 If Buyer does not receive the EPA Pamphlet from Seller along with this **Form 2.6 Lead-Based Hazard Addendum**, Buyer may terminate
 21 the Agreement at any point before Closing by delivering to Seller a **Form 5.3 Buyer's Notice of Termination** stating that Seller failed
 22 to provide the Lead-Based Hazard documents.

23 If Buyer has received the EPA Pamphlet and this **Form 2.6 Lead-Based Hazard Addendum** from Seller after Mutual Acceptance of the
 24 Sale Agreement, Buyer will have **2 Business Days** to terminate the Agreement by delivering to Seller a **Form 5.3 Buyer's Notice of**
 25 **Termination** stating that Seller provided Lead-Based Hazard documents after Mutual Acceptance.

26 **By initialing here, Buyer represents that Buyer has received the informational pamphlet. Buyer Initials** ____/____/____/____27 **6. Seller Disclosure.** Seller represents:

28 ☐ Seller has knowledge that Property contains Lead-Based Paint and/or Lead Hazards. Seller must explain the basis, location,
 29 and condition of any known Lead-Based Paint and Lead Hazards: _____

30
31 If the box above is checked, Seller must select one of the two boxes below:

32 ☐ Seller has given Buyer copies of all the below described Seller's Lead-Based Paint and Lead Hazard evaluation
 33 reports and records: _____

34 _____
 35 _____
 36 _____

37 ☐ Seller has no Lead-Based Paint and Lead Hazard evaluation reports and records.38 ☒ Seller has no knowledge of any Lead-Based Paint or Lead Hazards on the Property.

39 **By initialing here, Buyer represents that Buyer has received the above disclosure and copies of reports and records, if any. Buyer**
 40 **Initials** ____/____/____/____

41 **7. Lead Hazard Inspection Period** (check one of the boxes below).

42 ☐ Buyer shall have **10 Calendar Days** after Mutual Acceptance of this Addendum to conduct a risk assessment or inspection
 43 for the presence of Lead-Based Paint and/or Lead Hazards.

44 ☐ Buyer shall have _____ **Business Days** after Mutual Acceptance of this Addendum to conduct a risk assessment or
 45 inspection for the presence of Lead-Based Paint and/or Lead Hazards.

Buyer Initials _____ **Seller Initials** _____

46 ☐ Buyer waives the right to conduct a Lead Hazard Inspection or risk assessment.

47 **By signing below, Buyer acknowledges having received an opportunity to conduct a risk assessment or inspection for the presence**
 48 **of Lead-Based Paint and/or Lead Hazards before becoming obligated under the Sale Agreement to purchase the Property.**

49 **8. Hazard Inspection Costs and Scheduling.** Buyer shall be solely responsible for scheduling and paying all costs for Lead Hazard
 50 evaluation, lead-risk assessment or lead-paint inspections. Seller shall provide Buyer and Buyer's inspectors with reasonable access
 51 to the Property for the purposes of these assessments and inspections. Until Closing, or if this transaction is terminated for up to
 52 **10 Business Days** after termination, upon Seller's request Buyer must provide a copy of any lead-related evaluation, assessment or
 53 inspection report requested by Seller.

54 **9. Buyer's Cancellation and Release.** If Buyer is dissatisfied with Buyer's Lead-Based Paint and/or Lead Hazard evaluations,
 55 assessments or inspections, Buyer has until the end of the Lead Hazard Inspection Period or the end of the Due Diligence Period (unless
 56 Buyer has waived or released the Due Diligence Contingency), whichever is later, to agree in writing with Seller over repairs to remedy
 57 Lead-Based Paint or Lead Hazard deficiencies ("Lead Repairs"), or to terminate the Sale Agreement by giving Seller **Form 5.3 Buyer's**
 58 **Notice of Termination**, with all Earnest Money refunded to Buyer. Buyer's failure to terminate or to agree in writing with Seller over
 59 Lead Repairs by the deadline described in this Section constitutes Buyer's acceptance of the condition of the Property "as-is" with
 60 respect to Lead-Based Paint and Lead Hazards.

61 **10. Agent Acknowledgement.** By signing below, Seller's agent is acknowledging that Seller's Agent is aware that under 42 U.S.C.
 62 4852d(4), Seller's Agent is required to ensure Seller's compliance with 42 U.S.C. 4852d, and Seller's Agent has informed Seller of Seller's
 63 obligations under 42 U.S.C. 4852d. If Buyer's agent is receiving compensation from Seller, by signing below, the Seller confirms that
 64 this form constitutes the Buyer's Agent informing Seller of Seller's obligations under 42 U.S.C. 4852d [i.e. the requirement to provide
 65 a lead hazard informational pamphlet; to disclose presence of known lead and provide reports that are available to Seller; to provide
 66 a 10 day period to conduct risk assessment; and to provide the lead warning statement].

67 **11. Certification of Accuracy.** By signing below, the Buyer, Seller, and their respective agents certify that they have reviewed the
 68 information above and in the attachments and certify, to the best of their knowledge, that the information is true and accurate.

69 **12. Signatures.**

70 **By mutually accepting the above terms, the Parties agree to the terms of this Addendum and make it part of the above referenced**
 71 **Sale Agreement:**

72 Buyer: _____ Date: _____

73 Buyer: _____ Date: _____

74 Buyer: _____ Date: _____

75 Buyer: _____ Date: _____

76

77 Seller: _____ Date: _____

78 Seller: _____ Date: _____

79 Seller: _____ Date: _____

80 Seller: _____ Date: _____

81 Buyer Agent's Signature: _____ Date: _____

82 Seller Agent's Signature: _____ Date: _____

[ATTACH FORM 10.3 PROTECT FAMILY FROM LEAD PAMPHLET TO THIS ADDENDUM IF PAMPHLET NOT ALREADY PROVIDED]