

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**

The following is part of the Lease/Rental Agreement dated _____ 1
between _____ ("Tenant") 2
_____ Tenant
and _____ ("Lessor") 3
_____ Lessor
concerning _____ (the "Property"). 4
_____ Address _____ City _____ State _____ Zip

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 taken care of 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 lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Lessor (check one below):
- ☐ Lessor has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Tenant's Acknowledgment

- (c) Tenant has received copies of all information listed above. _____ Tenant Initials _____ Tenant Initials
- (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ Tenant Initials _____ Tenant Initials

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

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

Brokers' Acknowledgment

Brokers have informed Lessor of Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

_____ Tenant Broker	_____ Date	_____ Lessor Broker	_____ Date
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Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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Seller _____ Date _____

ESCALATION ADDENDUM NOTICE

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

The following notices are for use with the Escalation Addendum (Form 35E). 5

☐ **BUYER'S NOTICE OF NON-COMPETING OFFER** 6

Buyer hereby gives notice that the offer used to escalate the Purchase Price does not qualify as a Competing Offer 7
under Paragraph 2 of Form 35E. 8

Buyer Date Buyer Date 9

☐ **BUYER'S NOTICE OF NEW PURCHASE PRICE** 10

Buyer hereby gives notice that the new Purchase Price calculated by Seller in Paragraph 4 of Form 35E is 11
incorrect. The new Purchase Price is calculated as follows: 12

Purchase Price of Competing Offer \$ _____ 13
(or the maximum purchase price of the Competing Offer 14
if it contains an escalation provision) 15

Less Credits (if any) to Buyer in Competing Offer \$ _____ 16

Plus Credits (if any) to Seller in Competing Offer \$ _____ 17

Competing Offer Net Purchase Price \$ _____ 18

Plus Escalation Amount (this offer) \$ _____ 19

Plus Credits (if any) to Buyer (this offer) \$ _____ 20

Less Credits (if any) to Seller (this offer) \$ _____ 21

New Purchase Price \$ _____ 22

Buyer Date Buyer Date 23

☐ **SELLER'S NOTICE OF TERMINATION** 24

Buyer provided notice that ☐ the offer used to escalate the Purchase Price does not qualify as a Competing Offer 25
under Paragraph 2 of Form 35E; ☐ the new Purchase Price calculated by Seller in Paragraph 4 of Form 35E is 26
incorrect. 27

Seller therefore elects to terminate the Agreement and instructs the party holding the Earnest Money to disburse 28
the Earnest Money to Buyer. 29

Seller Date Seller Date 30

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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TERMINATION OF BUYER REPRESENTATION

Buyer: _____ 1
Buyer

Buyer Brokerage Firm: _____ 2

Buyer Broker: _____ 3

Termination of Buyer Representation 4

The ☐ Buyer Agency Agreement (Form 41A); or ☐ Buyer Representation Agreement (No Agency) (Form 41B) 5
between Buyer Brokerage Firm ("Firm") and Buyer dated _____ (the "Agreement") 6
is hereby terminated and each party releases the other therefrom. 7

Notwithstanding the foregoing, Buyer shall pay Firm the commission specified in the Agreement as follows: 8

If Buyer shall, within six (6) months from the date hereof, purchase a property that during the term of the 9
Agreement was (1) brought to the attention of Buyer by the efforts or actions of Firm, or through information 10
secured directly or indirectly from or through Firm; or (2) a property that Buyer inquired about to Firm, then 11
Buyer shall pay to Firm the compensation provided for in the Agreement; provided if a commission is paid to 12
another real estate firm(s) representing Buyer in conjunction with such a sale, the amount of commission 13
payable to Firm shall be reduced by the amount paid to such other firm(s). 14

Buyer: _____ Dated: _____ 15

Buyer: _____ Dated: _____ 16

Buyer Brokerage Firm: _____ 17

By: _____ Dated: _____ 18
Buyer Broker

**TERMINATION OF SELLER
REPRESENTATION AGREEMENT**

Street Address City State Zip ("Property") 1

Seller _____
Seller Seller 2

Real Estate Firm or "Firm" _____ 3

Termination of Seller Representation Agreement 4

The Seller Representation Agreement (No Marketing – Sale to Identified Buyer) (Form 47) between Seller and Firm 5
(the "Agreement") for the sale of Property to _____ ("Buyer") 6
is hereby terminated, and each party releases the other therefrom. 7

Notwithstanding the foregoing, if Seller shall, within six (6) months from the date hereof, sell the property to Buyer or 8
someone acting on Buyer's behalf, Seller shall pay Firm the compensation specified in the Agreement; provided if a 9
commission is paid to real estate firm(s) representing Seller in conjunction with such a sale, the amount of commission 10
payable to Firm shall be reduced by the amount paid to such other firm(s). 11

Seller: _____ Dated: _____ 12

Seller: _____ Dated: _____ 13

Firm: _____ 14

By: _____ Dated: _____ 15
Broker

Date _____

[illegible]

Buyer	Date	Buyer	Date
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Buyer _____ Date _____