



ADDENDUM TO SALES CONTRACT

LEAD-BASED PAINT HEALTH HAZARD - PROPERTY CONSTRUCTED PRIOR TO 1978

(This addendum survives the closing of the sale.)

This property was constructed prior to 1978 and a lead-based paint health hazard may be present. This addendum must be signed by all purchasers, dated on or before the date of the Sales Contract, and forwarded to HUD with the Sales Contract. Contracts which are not in conformance with these instructions will not be accepted by HUD.

RE: _____
(FHA Case Number) (Property Address)

SECTION A: APPLICABLE TO OWNER-OCCUPANT AND INVESTOR PURCHASERS

1. Purchaser hereby acknowledges and certifies that he/she/it:
 - A. Has received the Notice entitled *Watch Out For Lead-Based Paint Poisoning!*
 - B. Understands fully the contents of the aforementioned Notice.
 - C. Has signed the aforementioned Notice on the same or earlier date as the Sales Contract.
2. If purchaser's offer involves FHA-insured financing, purchaser understands that the mortgage lender must be provided, as a condition to processing the mortgage application, with the aforementioned Notice, containing purchaser's original signature and date.

SECTION B: TO BE COMPLETED BY OWNER-OCCUPANT PURCHASER ONLY

Check and complete the following, as appropriate:

- I/we do not have a child under the age of seven years.
- I/we do have a child under the age of seven years. Their names and ages are as follows:

Name	Age
_____	_____
_____	_____
_____	_____

Check only one of the following blocks if children under seven are indicated above:

- I/we understand that within 15 days after acceptance by HUD of my/our offer to purchase, I/we will, at my/our expense, have each of the above-named children tested for an elevated blood level (EBL) and that I/we will provide these test results to HUD. If I/we fail to provide the test results to HUD within the 15-day time frame, the contract will be canceled immediately without further notice. Further, I/we understand that if an EBL condition is identified, and the property tests positive for the presence of lead-based paint, HUD may elect not to treat the property. In such a case, the contract will be canceled and the earnest money refunded.
- I/we fully understand that if a blood lead level screening program is not reasonably available, if I/we refuse to have my/our child(ren) tested, or, if HUD is unable to test the property for the existence of lead-based paint, I/we have the option of closing this sale. I/we hereby acknowledge that this property I/we am/are purchasing from the Department of Housing and Urban Development may contain lead-based paint. However, despite this possibility, I/we elect to close the sale on this property. Further, I/we agree to hold HUD harmless for this action.

(Signature of Witness)

(Signature of Purchaser)

(Date)

(Signature of Purchaser)

(Date)

NOTE TO REAL ESTATE BROKERS: TO ENSURE PROPER CONSIDERATION OF YOUR CLIENT'S OFFER TO PURCHASE A PROPERTY CONSTRUCTED PRIOR TO 1978, THIS ADDENDUM MUST BE ATTACHED TO AND MADE A PART OF EACH SALES CONTRACT. BROKERS ARE RESPONSIBLE FOR REPRODUCING THIS DOCUMENT.