

**ADDENDUM S - LEAD-BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

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

10 ♦ Disclosures and Acknowledgments made with respect to the Property at 3400 W Bradley Rd  
11 Brown Deer, WI, Wisconsin.

12 **SELLER.**

13 (1) **DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or lead-based paint hazards  
14 (collectively referred to as LBP) present in or on the Property except: Property is older than 1978 and  
15 as such could contain lead paint

16  
17 (Explain the information known to Seller, including any additional information available about the basis for the determination that LBP exists in  
18 or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

19 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all of the reports  
20 and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property: \_\_\_\_\_

21  
22 \_\_\_\_\_ (Identify the LBP records and report(s) (e.g. LBP abatements,  
23 inspections, reductions, risk assessments, etc., as defined at lines 122-137) provided to Buyer, or indicate "none available.")

24 (2) **CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their knowledge, that  
25 the information provided by them is true and accurate.

26 (X) Brian F. Fogas P.O.A for Dorothy M. Fogas 9-24-97  
27 (ALL Sellers' signatures) ▲ Print Names Here ► Brian F. Fogas (Date) ▲

28 **AGENTS.**

29 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 115-118) hereby acknowledge  
30 that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 66-141); and (2) they are aware of their  
31 duty to ensure compliance with the requirements of Federal LBP Law.

32 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that  
33 the information provided by them is true and accurate.

34 (X) Noel Hansen Realty Executive Realtors 9-22-97  
35 (Agent's signature) ▲ Print Agent & Firm Names Here ► NOEL HANSEN (Date) ▲

36 (X) \_\_\_\_\_ (Date) ▲  
37 (Agent's signature) ▲ Print Agent & Firm Names Here ►

38 **BUYER.**

39 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one]

40  **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
41 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which  
42 discloses no lead-based paint and/or lead-based paint hazards (see lines 128-132) (collectively referred to as LBP). This contingency  
43 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within \_\_\_\_\_ days of  
44 acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice listing the LBP identified in  
45 the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report and notice to the listing broker, if any.

46  **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to cure]. If  
47 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's notice, written  
48 notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days prior to closing, with  
49 certification from a certified lead supervisor or plan designer, or other certified lead contractor that the identified LBP has been abated.  
50 This Offer shall be null and void if Buyer makes timely delivery of the notice and LBP report and: (1) Seller has the right to cure but  
51 does not timely deliver his or her notice of election to abate the identified LBP; or (2) Seller does not have a right to cure. "Abate" shall  
52 mean to permanently eliminate the identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclos-  
53 ing the identified LBP, in conformance with the requirements of all applicable law.

54  Buyer elects the LBP contingency Buyer has attached to this Addendum S.

55  Buyer waives the opportunity for a LBP inspection or assessment.

If no box is checked, Buyer is deemed to have  
elected a 10-day contingency per lines 40-53.

56 (2) **ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's above-listed  
57 disclosures, reports and records concerning any known LBP in or on the Property (see lines 13-23); (b) received a lead hazard  
58 information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment or inspection of the  
59 Property or has waived the opportunity (see lines 39-55 above).

60 (3) **CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their knowledge, that  
61 the information provided by them is true and accurate.

62 (X) \_\_\_\_\_ (Date) ▲  
63 (ALL Buyers' signatures) ▲ Print Names Here ►

64 This Addendum S is incorporated into Buyer's Offer to Purchase dated \_\_\_\_\_  
65 Buyers' Initials \_\_\_\_\_ Sellers' Initials \_\_\_\_\_

66 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated under  
67 any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal LBP Law. Nothing in this section  
68 implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

69 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information pamphlet. Such  
70 pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent  
71 pamphlet that has been approved for use in this state by EPA.

72 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based paint and/or lead-  
73 based paint hazards in the target housing being sold. The Seller shall also disclose any additional information available concerning the known  
74 lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards  
75 exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

76 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any known lead-based  
77 paint and/or lead-based paint hazards in the target housing being sold and the existence of any available records or reports pertaining to lead-  
78 based paint and/or lead-based paint hazards. The Seller shall also disclose any additional information available concerning the known lead-  
79 based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards  
80 exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

81 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports available  
82 (see line 121) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement  
83 includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings  
84 in multifamily target housing, provided that such information is part of a risk assessment and/or inspection or a reduction of lead-based paint  
85 and/or lead-based paint hazards in the target housing as a whole.

86 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 66-85 occurs after the Buyer has provided an  
87 offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting the Buyer's offer and allow the  
88 Buyer an opportunity to review the information and possibly amend the offer.

89 **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is obligated under  
90 any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties mutually agree, in writing, upon a  
91 different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. (b)  
92 Notwithstanding lines 89-91, a Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

93 **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target housing  
94 shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English, Spanish):

95 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:  
96 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
97 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
98 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
99 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in  
100 residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections  
101 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  
102 paint hazards is recommended prior to purchase.

103 (2) Disclosure of Known LBP & LBP Information Regarding the Property. A statement by the Seller disclosing the presence of known lead-  
104 based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint  
105 and/or lead-based paint hazards. The Seller shall also provide any additional information available concerning the known lead-based paint  
106 and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location  
107 of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

108 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller pertaining to lead-  
109 based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no such records or reports are available, the  
110 Seller shall so indicate.

111 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt of the  
112 information set out in lines 103-110 and a lead hazard information pamphlet approved by EPA.

113 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either: (i) received  
114 the opportunity to conduct the risk assessment or inspection required per lines 89-92; or (ii) waived the opportunity.

115 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing on behalf of the Seller, a  
116 statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under Federal LBP Law; and (ii) the agent is  
117 aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure compliance by informing Seller of his or her obligations  
118 and by making sure that the Seller or the agent personally completes the required activities. Buyer's agents paid solely by Buyer are exempt.

119 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 115-118), certifying to the  
120 accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

121 **DEFINITIONS:** Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

122 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as removing, replacing,  
123 encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance with any applicable legal requirements.

124 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred to in the singular  
125 whether one or more).

126 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision of a report  
127 explaining the results of the investigation.

128 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5  
129 percent by weight.

130 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-  
131 contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse  
132 human health effects as established by the appropriate Federal agency.

133 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls, abatement, etc.

134 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate and report the extent,  
135 nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and  
136 history of the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling  
137 techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.

138 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in whole or in part;  
139 (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular whether one or more).

140 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who  
141 is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.