



LEAD-BASED PAINT RIDER AND DISCLOSURE



RIDER TO CONTRACT dated: 03/29/2023 ("Contract")
between PAUL C. CZAPECZKA & ANITA A. CZAPECZKA ("Seller")
and _____ ("Purchaser")
regarding: 1741 GENESEE STREET PEMBROKE NY 14036 ("Property").

The Parties agree that the following additions and/or modifications are hereby made to the Contract:

LBPR1. VALIDITY OF CONTRACT. Federal Regulations require that Seller provide the disclosures in Paragraph LBPR4 before the Contract becomes binding on Purchaser. If any such disclosures are changed after Purchaser signs the Contract, Purchaser may cancel the Contract.

LBPR2. 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 inspections 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.

LBPR3. LEAD HAZARD INFORMATION PAMPHLET. Seller shall deliver to Purchaser the EPA approved lead-hazard information pamphlet, *Protect Your Family From Lead in Your Home*. Intact lead-based paint that is in good condition is not necessarily a hazard.

LBPR4. SELLER'S DISCLOSURES. (Check all applicable boxes.)

(A) **Presence of Lead-Based Paint and/or Lead-Based Paint Hazards.** (Check either (1) or (2) below.)

Initials & Date	
Purchaser	Seller

- (1) **Hazards Known.** Attached hereto is a statement signed by Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
- (2) **Hazards Unknown.** Seller has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards at the Property.

(B) **Records and Reports Available to Seller.** (Check either (1) or (2) below.)

Initials & Date	
Purchaser	Seller

- (1) **Record Provided.** The following is a list of all records and/or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards at the Property.

- (2) **No Records.** Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

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[Property Address]

Initials & Date	
Purchaser	Seller

(C) Validity of Information. This Rider was prepared based on information previously provided by Seller either verbally or as part of Seller's listing information.

LBPR5. RISK ASSESSMENT. Choose either (A) or (B) below ("**A**", if blank).

Purchaser Initials & Date

- (A)** Purchaser hereby waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.
- (B)** This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by Purchaser at Purchaser's expense within 10 days after the Effective Date ("Lead Paint Inspection Period"). The results must be satisfactory to the Purchaser ("Lead-Based Paint Inspection Contingency"). If the results of such inspection are unacceptable to Purchaser for any reason whatsoever, Purchaser shall notify Seller within 2 Business Days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either Party may cancel this Contract. A copy of such notice(s) **should** be delivered to the Brokers. If Purchaser does not notify Seller of any unacceptable results within 2 Business Days after the end of the Lead Paint Inspection Period, the Lead-Based Paint Inspection Contingency is deemed waived by the Purchaser. Seller will cooperate with Purchaser's inspection in such fashion as may be reasonably requested by Purchaser. Purchaser may remove this contingency at any time without cause.

LBPR6. PURCHASER'S ACKNOWLEDGMENT.

Purchaser Initials & Date

- (A)** Purchaser has received copies of all information, records and/or reports set forth in Paragraph LBPR4 of this Rider or attached to this Contract, or has been informed that no such information, records and/or reports exist.
- (B)** Purchaser has received the EPA approved lead hazard information pamphlet, *Protect Your Family From Lead in Your Home*.

LBPR7. CERTIFICATION OF ACCURACY. Seller and Purchaser have reviewed the information above and each certifies to the best of his/her/their knowledge that the statements he/she/they have provided are true and accurate.

Seller <u>PAUL C. CZAPECZKA</u>	Date _____	Purchaser _____	Date _____
Seller <u>ANITA A. CZAPECZKA</u>	Date _____	Purchaser _____	Date _____
Seller _____	Date _____	Purchaser _____	Date _____
Seller _____	Date _____	Purchaser _____	Date _____

AGENTS' ACKNOWLEDGMENT

Each real estate agent who receives compensation from payment made by Seller acknowledges that he/she:

- (a) prepared this Rider based on information previously provided by Seller either verbally or as part of Seller's listing information;
- (b) has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d);
- (c) is aware of his/her duty to ensure compliance; and
- (d) certifies that his/her statements are true and accurate to the best of his/her knowledge.

Agent _____	Date _____	Agent _____	Date _____
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[Property Address]