

# ADDENDUM TO PURCHASE AGREEMENT

DATED: \_\_\_\_\_

FOR PROPERTY LOCATED AT: \_\_\_\_\_  
(The "Property") In connection with the above-referenced Purchase Agreement, such Agreement is made subject to an inspection or risk assessment of the Property for the presence of lead-based paint or lead-based paint hazards at the purchaser's expense. This contingency shall be deemed waived unless purchaser provides the seller or the seller's attorney with written notice of the presence of lead-based paint or lead-based paint hazards along with a copy of the inspection and/or risk assessment within days \_\_\_\_\_ {insert "ten" or the number of days mutually agreed upon} of the date of acceptance of this Agreement. If such notice is given and Seller and Purchaser cannot reach a mutually satisfactory agreement within fourteen (14) days of said notice regarding the presence of lead-based paint or lead-based paints hazards, either party shall have the option of terminating this Agreement and this Agreement shall be null and void. The Purchaser may waive this contingency at any time without cause.

The following definitions shall be used in this Agreement:

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

"Lead-based hazard" means any condition that causes exposure to lead from lead-contaminated dust, leadcontaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surface, friction surfaces, or impact surfaces that would result in adverse human health effects.

"Risk assessment" means an on-site investigation to determine and report the existence, nature, severity and location of the lead-based paint hazards, including information gathering regarding the age and history of the housing and occupancy by children under six, visual inspection, limited wipe sampling or other environment sampling techniques, other activities as may be appropriate in the opinion of the certified lead inspector and provision of a report explaining the results of the investigation.

THE TERMS LEAD-BASED PAINT, LEAD-BASED PAINT HAZARD AND RISK ASSESSMENT HAVE THE SAME DEFINITIONS AS DESCRIBED IN TTILE X OF THE RESIDENTIAL LEAD-BASED HAZARD REDUCTION ACT OF 1992.

SELLER: \_\_\_\_\_ PURCHASER: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

LISTING AGENT/BROKER

SELLING AGENT/BROKER

Agent: \_\_\_\_\_ Agent: \_\_\_\_\_

Agency: \_\_\_\_\_ Agency: \_\_\_\_\_