



**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT ADDENDUM
TO PURCHASE AGREEMENT**

All parts of this form must be completed in the proper order, including check-boxes, and everyone must sign it before Seller can legally accept an offer from Buyer. It would be a violation of federal law for Seller to accept an offer from Buyer before Seller and Buyer have complied with each and every provision of the law.

This Disclosure and Acknowledgment will be attached as Addendum No. _____ to the Purchase Agreement between Seller and Buyer, dated _____, _____

Relating to the following Property:

Address _____ City _____

Legal Description _____

or see metes & bounds description attached as Exhibit _____, _____ County, New Mexico.

1. LEAD WARNING STATEMENT

Every Buyer 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.

2. SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards:

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards.

(b) Records and reports available to the Seller:

- (i) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents below.)

- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

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3. BUYER'S ACKNOWLEDGMENT

- (a) Buyer has received copies of all information listed above.
- (b) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

4. BUYER'S RIGHTS

Buyer has:

- (a) received a ten day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (b) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

5. AGENT'S CERTIFICATION

The listing broker and the selling broker (if paid by the seller or listing broker) are the "agents" who are required to comply with the Regulations and sign this form, regardless of their brokerage relationships.

A. Agent has informed Seller of Seller's obligations under Sec. 42 U.S.C.A. 4852d to:

- (1) provide Buyer with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
- (2) complete this Lead-Based Paint Addendum before giving it to Buyer;
- (3) disclose any known lead-based paint or lead-based paint hazards in the Property;
- (4) deliver to Buyer a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
- (5) provide Buyer with a ten-day (10) period (or other period mutually agreed in writing by Buyer and Seller) to have the Property inspected;
- (6) retain a completed copy of this Addendum for at least three (3) years following the closing of the sale.

B. Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

Warning

Provisions of this form are required by Federal regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

SELLER

Seller Date Time

Seller Date Time

Seller Names (Print)

Seller Address City State Zip Code

() - () - () -
Seller Home Phone Business Phone Fax

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BUYER

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Buyer Names (Print)

Buyer Address _____ City _____ State _____ Zip Code _____

() - () - () -
Buyer Home Phone _____ Business Phone _____ Fax _____

LISTING BROKER

Listing Firm

By (Signature)

Licensee is is not a REALTOR®

By (Print) _____ Date _____ Time _____

Address _____ City _____ State _____ Zip Code _____

() - () -
Business Phone _____ Fax _____ Email Address _____

SELLING BROKER

Selling Firm

By (Signature)

Licensee is is not a REALTOR®

By (Print) _____ Date _____ Time _____

Address _____ City _____ State _____ Zip Code _____

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Business Phone _____ Fax _____ Email Address _____