**Sprinkman Real Estate** 

#### **WISCONSIN REALTORS® ASSOCIATION**

4801 Forest Run Road Madison, Wisconsin 53704

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# OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

Page 1 of 3

■ <u>LEAD WARNING STATEMENT:</u> 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.

Disclosures and Acknowledgments made with respect to the Property at 2622 Coolidge St, Madison

, Wisconsin.

### ■ SELLER DISCLOSURE AND CERTIFICATION.

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

(1) SELLER DISCLOSURES: (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: None

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

(b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property: None Available

\_ (Identify the LBP record(s) and report(s) (e.g. LBP abatements,

inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")

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

(X) Grag kirkpatrick 3/26/2024

(ALL Sellers' signatures) A Print Names Here ▶ Greg Kirkpatrick,

(Date) ▲

# Seller Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A, Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.) **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

(1) <u>Provide LBP Pamphlet to Buyer.</u> The Seller shall provide the Buyer with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

(2) <u>Disclosure of Known LBP to Buyer.</u> The Seller shall disclose to the Buyer the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional information available concerning the known 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, and the condition of painted surfaces (chipping, cracked, peeling).

(3) <u>Disclosure of Known LBP & LBP Records to Agent.</u> The Seller shall disclose to each agent the presence of any known lead-based 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-based paint and/or lead-based paint hazards. The Seller shall also disclose any additional information available concerning the known 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 exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

(4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) <u>Disclosure Prior to Acceptance of Offer.</u> If any of the disclosure activities identified in lines 30-51 occurs after the Buyer 53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting 54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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Phone: 6082794313 Fax: Lori Schilling

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- <u>CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.</u> (a) <u>Seller requirements.</u> Each contract to sell target housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English, Spanish):
  - (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

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, behavorial 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) <u>Disclosure of Known LBP & LBP Information Re: the Property.</u> A statement by the Seller disclosing the presence of known lead-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 and/or lead-based paint hazards. The Seller shall also provide any additional information available concerning the known 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 exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).
- (3) <u>List of Available LBP Records & Reports Provided to Buyer.</u> A list of any records or reports available to the Seller pertaining to lead-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 Seller shall so indicate.
- (4) <u>Buyer Acknowledgment of Receipt of Disclosures</u>, <u>Records & Pamphlet</u>. A statement by the Buyer affirming receipt of the information set out in lines 67 75 and a lead hazard information pamphlet approved by EPA.
- (5) <u>Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection.</u> A statement by the Buyer that he or she has either: (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 127; or (ii) waived the opportunity.
- (6) <u>Agent Certification.</u> When one or more real estate agents are involved in the transaction to sell target housing, a 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 aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes the required activities. Buyer's agents paid solely by Buyer are exempt.
- (7) <u>Signatures.</u> The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 84) certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

## **■ DEFINITIONS:**

- 88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.
- Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance with any applicable legal requirements.
- 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 whether one or more).
- <u>Inspection</u> means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision of a report explaining the results of the investigation.
- <u>Lead-based paint</u> means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.
- <u>Lead-based paint hazard</u> means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.
- 101 <u>Reduction</u> means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls, abatement, etc.
- 103 <u>Risk assessment</u> means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate 104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
- 105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
- 106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5) 107 provision of a report explaining the results of the investigation.
- 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; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular
- whether one or more).

  110 whether one or more).

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

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113	■ AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.	
115	(1) ACKNOWLEDGMENT: All agent(s) in this transaction subject to Federal LBP Law (see line acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.	es 80 - 84) hereby lines 27 - 54 and 55 -
117	(2) CERTIFICATION: The undersigned agents have reviewed the information above and certify, knowledge, that the information provided by them is true and accurate.	to the best of their
440	$\sim$ $25 \text{ M}$	26/2024
120	(X) (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Lori Schilling Sprinkman Real Estate	(Date) ▲
121	(X)	
122	(X) (Agent's signature) ▲ Print Agent & Firm Names Here ▶	(Date) ▲
124 125 126	■BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency). (a) obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day per mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspectio lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may to conduct the risk assessment or inspection by so indicating in writing.	iod (unless the parties n for the presence o
129 130 131 132 133 134 135 136 137 140 141 142 143 144 145 146 147	■BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.  (1) LEAD-BASED PAINT INSPECTION CONTINGENCY: [Buyer to check one box at lines 131, 147 of checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]  □ LEAD-BASED PAINT INSPECTION CONTINGENCY: This Offer is contingent upon a federal of inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBF days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written reporting the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.  RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer prior to closing, with certification from a certified lead supervisor or project designer, or other certifies the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller deliver not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to per identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosir in conformance with the requirements of all applicable law.  □ Buyer elects the LBP contingency Buyer has attached to this Addendum S.  □ Buyer waives the opportunity for a LBP inspection or assessment.	r state certified lead cost, which discloses LBP). This contingency of unless Buyer, withing a copy of the report shall have the right to sof receipt of Buyer's, no later than 3 days dead contractor that the above notice and sonotice that Seller will rmanently eliminate the
150	(2) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBF Family from Lead in Your Home, may be found at <a href="https://www.epa.gov/lead/protect-your-family-lead-your-home-real-esta">https://www.epa.gov/lead/protect-your-family-lead-your-home-real-esta</a> Note: More information about electronic consent can be found at <a href="https://www.wra.org/ecommerce/">https://www.wra.org/ecommerce/</a> .	P pamphlet, <i>Protect You</i> te-disclosure.
153 154	(3) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).	12 - 22); (b) received
	(4) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, knowledge, that the information provided by them is true and accurate.	to the best of their
158	(X)(Buyers' signatures) ▲ Print Names Here ▶	<del>,_</del>
159	(Buyers' signatures) ▲ Print Names Here ▶	(Date) ▲
160	(X)	

(Buyers' signatures) ▲ Print Names Here ▶

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Drafted by Attorney Debra Peterson Conrad
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

(Date) A