**LEAD PAINT CONTRACT CLAUSE**

**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 at the Purchaser’s expense until 9 PM on the tenth calendar day after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (contract date). This contingency will terminate at the above predetermined deadline unless the Purchaser’s attorney delivers to Seller’s attorney a written contact addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller’s option, within \_\_\_\_\_\_\_\_ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition, the Seller shall furnish the purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter - offer, the Purchaser shall have \_\_\_\_\_\_\_\_\_ days to respond to the counter - offer or remove this contingency and take the property in "as in" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.**

**From 61 Federal Register 9077 (March 6, 1995).**

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