

**LEAD-BASED PAINT TESTING CONTINGENCY**

This contract is contingent upon a satisfactory inspection of the property for the presence of lead-based paint and/or lead-based paint products being performed at the Buyer's expense within \_\_\_\_ calendar days after the date this Contract has been executed by all parties.

This contingency will terminate at the above date unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written report listing the specific existing deficiencies and corrections needed together with a copy of the inspection and/or risk assessment report within ten (10) days of inspection. If the written report requires corrections, Seller has three options:

1. Seller may correct the conditions noted in this report. Seller has ten (10) days to respond from receipt of this report.
2. Seller may refuse to make any corrections and refund Buyer's deposit.
3. Seller may make a counter offer to Buyer within ten (10) days of the receipt of this report. Buyer shall then have five (5) days to either accept the counter offer, or consider this contract null and void.

The Buyer may remove this contingency at any time without cause.

**INTACT LEAD-BASED PAINT THAT IS IN GOOD CONDITION IS NOT NECESSARILY A HAZARD. SEE EPA PAMPHLET "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" FOR MORE INFORMATION.**

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| _____  | _____  |
| Buyer  | Seller |
| _____  | _____  |
| Buyer  | Seller |
| _____  | _____  |
| Dated: | Dated: |