



**RE/MAX Mountain West**  
Michael Kennedy  
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The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP 45-9-12)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

### **Lead-Based Paint Disclosure (Sales)**

Attachment to Contract to Buy and Sell Real Estate for the Property known as:  
**101 - 107 W Bridge Street, Hotchkiss, CO 81419**

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**  
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation) . The current penalty is up to \$16,000 for each violation.

#### **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.**

##### **Lead Warning Statement**

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.

#### **Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment**

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
  - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

***Aside from a few isolated building components, most of the building is lead free***

3. Records and reports available to Seller (check one box below):
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  - 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):

*n/a*

#### **Buyer's Acknowledgment**

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

Seller(s) Initials: *FJM*

Buyer(s) Initials:

7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
  - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

**Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

*Francisco J. Martinez-Agullo*

Date: 3/5/2019

Seller: **Francisco J. Martinez-Agullo**

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**Listing Brokerage Firm's Name:** RE/MAX Mountain West

**Real Estate Licensee (Listing)**

*Michael Kennedy*

Broker: \_\_\_\_\_ Date: 2/28/2019

Listing Broker: **Michael Kennedy**

*Robert Lario*

Listing Broker \_\_\_\_\_ Date: 3/5/2019

**Robert Lario**

Seller(s) Initials: *FJM*

Buyer(s) Initials:

Listing Broker Linda Lario Date: 3/5/2019  
*Linda Lario*

Listing Broker dorothy Lorig Date: 3/5/2019  
*dorothy Lorig*

Real Estate Licensee (Selling):

\_\_\_\_\_ Date: \_\_\_\_\_  
Selling Broker:

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**(LP 45-9-12) LEAD-BASED PAINT DISCLOSURE (SALES)**

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Seller(s) Initials: *FJM*

Buyer(s) Initials: