



RIDER 14
LEAD BASED PAINT TESTING CONTINGENCY CLAUSE
This Contract is Intended to be a Binding Real Estate Contract



Rev. 01/2012

1 This Lead Based Paint Testing Contingency Clause Rider ("**Rider**") is made a part of and incorporated into that
 2 certain real estate contract between _____ ("**Buyer**") and
 3 _____ ("**Seller**") dated _____,
 4 20____ ("**Contract**") for the purchase and sale of the real estate commonly known as:
 5 _____ ("**Property**").
 6 _____
(address) (unit #) (city) (state) (zip)

7 **I.** Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in full
 8 force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and
 9 conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used and not
 10 defined in this Rider shall have the meaning given to such terms in the Contract.

11 **II.** Buyer shall have the right, at Buyer's sole cost and expense, to conduct risk assessments, investigations
 12 and/or inspections (collectively, "**Investigations**") of the Property for the presence of lead-based paint and/or
 13 lead-based paint hazards (together, "**Hazards**"). Intact lead-based paint that is in good condition is not
 14 necessarily a hazard (see EPA pamphlet *Protect Your Family From Lead in Your Home* for more information).
 15 Buyer must conduct the Investigations on or prior to _____, 20____ ("**Investigation**
 16 **Deadline**").

17 **III.** If the Investigations disclose the presence of any Hazards, then Buyer shall notify Seller, in writing, of
 18 such findings and provide Seller with a copy of the inspection report ("**Investigation Notice**") within 72 hours
 19 after Investigation Deadline. Upon delivery of the Investigation Notice to Seller, Buyer may (*check one*):

20 ___ Elect to terminate the Contract as a result of the findings in the inspection report by making such written
 21 election in its Investigation Notice.

22 ___ Provide Seller with a written list of the existing deficiencies and the corrections and repairs required by
 23 Buyer to remediate the Hazards ("**Proposed Remediations**") in its Investigation Notice. Seller shall
 24 notify Buyer, in writing ("**Seller's Remediation Notice**"), within _____ days after Seller's receipt of the
 25 Investigation Notice, of (a) Seller's election to provide Buyer with a credit at Closing so that Buyer may
 26 complete the Proposed Remediations following Closing (the "**Credit**") and/or (b) which Proposed
 27 Remediations Seller plans to rectify prior to Closing ("**Approved Remediations**"). Buyer shall have 3
 28 days after Buyer's receipt of Seller's Remediation Notice to provide written notice to Seller whether the
 29 amount of the Credit and/or Approved Remediations are acceptable to Buyer, in which event (i) Buyer shall
 30 have no further right to terminate the Contract pursuant to the terms of this Rider; (ii) Seller shall be
 31 obligated to (a) provide Buyer the Credit at Closing and/or (b) make the Approved Remediations, as
 32 applicable; and (iii) if Seller elects to complete the Approved Remediations, Seller must provide the Buyer
 33 with certification from a risk assessor or inspector demonstrating that Approved Remediations have been
 34 completed prior to Closing. If Buyer fails to respond to Seller's Remediation Notice within the 3-day period
 35 or does not accept the Approved Remediations, then the Contract shall be null and void and the Earnest
 36 Money and all interest accrued thereon shall be returned to Buyer.

37 **IV.** If Buyer fails to deliver an Investigation Notice to Seller within the 72-hour deadline set forth above,
 38 then Buyer shall be deemed to have waived its right to object to any Hazards and the Contract shall continue in
 39 full force and effect.

40 _____
 41 Buyer's Signature Date Seller's Signature Date
 42 _____
 43 Buyer's Signature Date Seller's Signature Date