

# LEAD-BASED PAINT ADDENDUM TO EXCLUSIVE RIGHT TO LEASE BROKERAGE AGREEMENT

ADDENDUM DATE: September 08, 2009

ADDENDUM NUMBER: 1 TO BROKERAGE AGREEMENT DATED: 09/08/2009

PROPERTY: 846 Reinhart Street Baltimore MD 21230

OWNER(S): Convergence Development LLC

## APPLICABLE LAW

The Federal Program, Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992, requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of rental housing built prior to 1978 is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

The Maryland Program, The Maryland Lead Paint Poisoning Prevention Program contained in the Maryland Code, Environmental Article Section 6-801 et seq. An owner of rental housing built prior to 1979 is required to register the property with the Maryland Department of the Environment. Depending on the age classification of the property, the owner may be required to submit the property to testing for the presence of lead-based paint. The owner may be required to perform lead hazard reduction prior to leasing the property.

## OWNER'S ACKNOWLEDGEMENT:

Both the Federal Program and the Maryland Program are explained in the following documents, receipt of which is hereby acknowledged by Owner.

1. HUD/EPA "Real Estate Notification and Disclosure Rule"
2. EPA "Protect Your Family From Lead In Your Home"
3. MDE "Notice of Tenants' Rights, Lead Poisoning Prevention"
4. MDE "Lead Poisoning Prevention Program, Summary of Owner Rights and Responsibilities"

Owner understands and acknowledges that compliance under Federal and Maryland law is the sole responsibility of Owner and Owner agrees to read and become familiar with the requirements of Federal and Maryland law related to the leasing of property built prior to 1979. Owner agrees to comply with the Federal and Maryland law and agrees to undertake all responsibilities for compliance. Owner expressly confirms that Agent shall have no control -- actual or apparent -- over the Property for purposes of these laws and that for all purposes of these laws, Owner shall be solely in control of the Property and solely responsible for compliance. Agent agrees to notify Owner if Agent has actual knowledge of defects relating to the Property including the presence of peeling, flaking or chipping lead paint within the interior or exterior of the Property and agrees to forward written communications received from tenants related to lead paint to Owner. Owner agrees to indemnify Broker and hold Broker and its agents and subagents and employees harmless from all costs (including attorneys' fees, actions, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, damages, judgments, claims and demands whatsoever, at law or in equity, or in any administrative proceeding) arising out of Owner's failure to comply with the Federal Program or the Maryland Program.

Evidence of Owner's participation in the Maryland Program is attached hereto and will become part of any lease agreement executed by owner.

Keller Williams Realty

By:

Broker or Authorized Representative

Date

Owner or Authorized Representative

Date

Owner or Authorized Representative

Date

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Form 4000 (7/99)

Keller Williams Realty  
Roxanne Simon

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

**Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

**Seller's/Landlord's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

\_\_\_/\_\_\_/\_\_\_ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_/\_\_\_/\_\_\_ (ii) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below):

(i) \_\_\_/\_\_\_/\_\_\_ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) \_\_\_/\_\_\_/\_\_\_ Seller/Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's/Tenant's Acknowledgment (Initial)**

(c) \_\_\_/\_\_\_/\_\_\_ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) \_\_\_/\_\_\_/\_\_\_ Buyer/Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) **Buyer** has [check (i) or (ii) below]:

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f) \_\_\_ Agent has informed the seller of the Seller's/Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] 9/15/09 Seller/Landlord Date Buyer/Tenant Date

[Signature] 9/15/09 Seller/Landlord Date Buyer/Tenant Date

[Signature] 9/15/09 Seller's/Landlord's Agent Date Buyer's/Tenant's Agent Date

