

Listing Broker's Lead-Based Paint Addendum Compliance Checklist

This checklist must be filled out and attached with each Lead-Based Paint Addendum as page one to ensure all requirements of the addendum are completed. Listing brokers must include the checklist with the addendum in the contract package that is sent to the closing agent.

The checklist and the addendum signed by the outsourcer sales specialist will be uploaded into the HomeSteps Connect (HSC) Document View/Upload tab under Disclosures at the time of asset listing. If it has not been uploaded, listing brokers should contact the outsourcer's sales specialist to have one completed. The addendum is required on all assets when applicable in addition to any required local or state lead-based paint disclosure.

Listing broker must verify the following:

- ☐ The Lead-Based Addendum has not been altered.
- ☐ The Lead-Based Paint Addendum is complete and legible.
- ☐ The purchaser's legal name(s) were added and match the purchaser(s) name shown on the contract of sale and the HSC Approved Offer screen.
- ☐ The property address, city, state and zip code were added and match the property address shown in HSC and on the contract of sale.
- ☐ Section 2A – Seller's Disclosure has been completed and initialed by the outsourcer sales specialist.
- ☐ Section 2B – The appropriate checkboxes were selected concerning the lead-based paint disclosure.
- ☐ Section 3 – Purchaser's Acknowledgement:
 - ☐ Purchaser has received the *Protect Your Family from Lead In Your Home* pamphlet.
 - ☐ Purchaser has initialed all three of the line items.
 - ☐ Purchaser has checked either the risk assessment (i) or the inspection paragraph (ii).
- ☐ Section 4 – Real Estate Agent's Acknowledgment:
 - ☐ The agent has initialed the agent's acknowledgement.
- ☐ Section 5 – Risk Assessment or Inspection Contingency:
 - ☐ The timeline about risk assessment and/or inspections allowed by the purchaser was read thoroughly and understood.
- ☐ The below individuals have executed and added the date of execution, and have printed their names on the signature line area:
 - ☐ Outsourcer sales specialist
 - ☐ All purchaser(s)
 - ☐ Listing and selling brokers

Listing brokers should keep a copy of this checklist in their property file for future reference.



Asset # _____

ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Risk Assessment or Inspection Contingency

For purpose of this addendum (Addendum,) the Seller is:

- ☐ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
☐ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for

_____ (Insert Name of Trust and Trust Number)

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20____ between Seller and _____ (Purchaser), for the property located at _____.

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. 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.

2. Seller's Disclosure. The seller discloses the following (check applicable boxes):

- (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).

BA _____ ☐ (ii) Seller 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 has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

BA _____ ☐ (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Purchaser's Acknowledgement. Purchaser acknowledges the following – **Purchaser must initial all three spaces:**

_____ Purchaser has received copies of all information listed above.

_____ Purchaser has received the pamphlet Protect Your Family from Lead In Your Home.

_____ Purchaser 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, as stated in Section 5 on the following page; 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.

4. Agent has informed the Seller of the Seller's obligations under 42.U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent's Acknowledgement (initial): _____ Listing Broker

5. Risk Assessment or Inspection Contingency.

The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00p.m. on the tenth (10th) calendar day after the date of the Contract Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information). The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired.

THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT 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 five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. 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 settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.

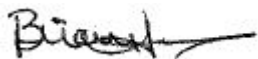
6. Certification of Accuracy.

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.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

SELLER:

- ☐ Federal Home Loan Mortgage Corporation
☐ Federal Home Loan Mortgage Corporation as Trustee for

_____  _____

By Radian Real Estate Management, as Power of Attorney

Print Name and Title

Date: _____

Both real estate agents must sign.

LISTING REAL ESTATE AGENT:

Print Name and Title

Date: _____

PURCHASER (s): Sign legal name as shown on the contract:

Print Name

Date: _____

Print Name

Date: _____

SELLING REAL ESTATE AGENT:

Print Name and Title

Date: _____