

# LEAD-BASED PAINT DISCLOSURE



Date: 03/10/24

Property Address: 121 Vermilion Point Road Trout Creek MT 59874

**Lead Warning Statement:** Every Buyer 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 Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.
- (b) Records and Reports available to the Seller (check one below):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:
- ☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

**Buyer's Acknowledgment:** Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

- (c) Buyer has received copies of all information listed in item (b), if any.
- (d) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
- If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.
- (e) Buyer has (check one below):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum); or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

- (f) Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

**Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

*Kenneth Phillips* 03-10-24  
 Seller Date Buyer Date

*Michelle Phillips* 3-10-24  
 Seller Date Buyer Date

*Allison Aumiller* 3/10/24  
 Seller Broker/Salesperson Date  
 (if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)

**Allison Aumiller**

**NOTE:** Unless otherwise expressly stated the term days means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

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 Lead-Based Paint Disclosure, October 2021