



CONTINGENCY FOR LEAD BASED PAINT TESTING ADDENDUM

1 **SELLER:** _____
 2
 3 **BUYER:** _____
 4
 5 **PROPERTY:** _____
 6

7 This contract is contingent upon a risk assessment or inspection of the Property for the presence of lead based
 8 paint and/or lead based paint hazards at the BUYER'S expense until 9:00 p.m. on the tenth (10th) calendar day
 9 after Effective Date of Contract _____ (insert date ten (10) calendar days after
 10 Effective Date of Contract or a date mutually agreed upon).
 11

12 This contingency will terminate at the above predetermined deadline unless the BUYER (or Licensee assisting
 13 BUYER) delivers to the SELLER (or Licensee assisting SELLER) a written Amendment to the Contract listing the
 14 specific existing deficiencies and corrections needed together with a copy of the inspection and/or risk
 15 assessment report. The SELLER may, at the SELLER'S option, within _____ calendar days after Delivery of the
 16 Amendment, elect in writing whether to correct the condition(s) prior to settlement. If the SELLER will correct the
 17 condition, the SELLER shall furnish the BUYER with certification from a risk assessor or inspector demonstrating
 18 that the condition has been remedied before the date of the settlement. If the SELLER does not elect to make the
 19 repairs, or if the SELLER makes a counter offer, the BUYER shall have _____ calendar days to respond to the
 20 counter offer or remove this contingency and take the Property in its present condition or this Contract shall
 21 become void. The BUYER may remove this contingency at any time without cause.
 22

23 Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your*
 24 *Family From Lead in Your Home* for more information.
 25

26 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
 27 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 28 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
 29
 30
 31

32 _____
 33 **SELLER** **DATE** **BUYER** **DATE**
 34
 35
 36
 37 _____
 38 **SELLER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/15. All previous versions of this document may no longer be valid. Copyright January 2023.