

Lead Paint Disclosure Statement And Renovation Agreement

Regarding Renovation On Premises Constructed Prior to 1978

Project Location: _____

Federal law requires contractors follow certain renovation practices when performing work which will disturb painted surfaces that contain lead. The existence of lead paint depends largely on when the project was built. Houses built before 1978 have a large chance of containing lead-based paint that may flake, contaminate soil or produce lead dust during the renovation process. The existence of lead paint, verified by a licensed inspector who has thoroughly tested the property, must be handled by a contractor certified by the Environmental Protection Agency (EPA).

1. Contractor has provided Owner with the required pamphlet provided by the EPA, entitled “*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*”, as well as proof of firm and employee certifications.
2. Owner has disclosed to Contractor accurate information pertaining to the renovation, including an accurate date of original construction for project location, if there are children under the age of six or pregnant women occupying the premises or planning to occupy the premises, and whether any child residing in project area has tested positive for an elevated blood-lead level prior to the start of any activities that will disturb lead paint.
3. If the project location was built before 1978, or the area affected by the renovation has tested positive for lead paint, Owner understands these conditions will require the renovator to follow lead safe practices mandated by the EPA, unless the area is excluded and not subject to lead safe practices due to circumstances listed in EPA guidelines.
4. Owner understands the lead-safe practices that will be required for the project, including but not limited to the following:
 - a) Signs will be posted clearly defining the work area and warning occupants and other non-involved parties to remain outside of the work area.
 - b) The work area will be isolated to ensure that no dust or debris leaves the work area during the course of the renovation. The integrity of this containment will be maintained by the renovator. This containment will be installed in a way that does not interfere with occupant or worker safety in case of an emergency.
 - c) There will be no open-flame burning or torching of lead-based paint, as well as a maximum temperature of 1100 degrees Fahrenheit when using a heat gun on lead-based paint.
 - d) There will be no use of machines that remove lead-based paint through high speed operation (sanding, grinding, power planing, needle gun, abrasive blasting or sandblasting) unless those machines are used with HEPA exhaust control.

5. Any request made by Owner for testing, abatement, or a third-party cleaning verification, or any instance where circumstances alter containment procedures, including weather conditions such as high winds or pre-existing lead dust or chips, will require a written change order, signed by both Contractor and Owner, which will reflect an increase in the original contract price and a delayed date of completion.
6. Waste from renovation activities will be contained to prevent the release of dust and debris and will be stored under containment, in an enclosure, or behind a barrier that prevents the release of dust and debris out of the work area. Waste will be removed at the end of each work day and at the conclusion of the renovation.
7. At the completion of the renovation, the work area will be cleaned until no dust, debris, or residue, created by the process of the renovation, remains. Adequate cleaning will be measured by a post-renovation cleaning verification.

This notice, disclosure and disclaimer agreement is hereby appended to and made part of the contract documents. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

Acceptance

As the Owner, I acknowledge receipt of this notice, disclosure and disclaimer agreement. I have carefully read and reviewed its terms, and agree to its provisions.

Contractor

Date

Owner

Date