

LEAD-BASED PAINT DISCLOSURE



1 Date: August 11, 2022

3 Property Address: 402 Whitepine Creek rd., Trout Creek, MT 59874

5 **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.

12 **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:

14 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
15 Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):
16 _____
17 _____

18 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

19 (b) Records and Reports available to the Seller (check one below):
20 Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or
21 lead-based paint hazards in the property. Those reports and records are itemized as follows:
22 _____
23 _____

24 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

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

26 (c) _____ Buyer has received copies of all information listed in item (b), if any.
27 (d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

28 If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell
29 Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

30 (e) _____ Buyer has (check one below):
31 Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or
32 inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-
33 Based Paint Contingency Addendum); or
34 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based
35 paint and/or lead-based paint hazards.

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

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

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

42 _____
43 08/11/2022
44 Seller Gerald L. Johnson JR Date Buyer Date

45 _____
46 Kim Marie Johnson 08/11/2022
47 Seller Kim Marie Johnson Date Buyer Date

48 _____
49 08/11/2022
50 Seller Broker/Salesperson Date

51 (if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)
Lisa Hampton/Ben Castle

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 holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

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5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

31 [Signature] 08/11/2022
 32 Seller/Landlord Date
 33 **Gerald L. Johnson JR**
 34 Kim Marie Johnson 08/11/2022
 35 Seller/Landlord Date
 36 **Kim Marie Johnson**

31 [Signature] 08/11/2022
 32 Seller's Agent/Property Manager Date
 33 **Lisa Hampton/Ben Castle**
 34 [Signature] 08/11/2022
 35 Seller's Agent/Property Manager Date
 36 **Kim Marie Johnson**

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

45 _____ Date _____
 46 Buyer/Tenant
 47 _____
 48 Buyer/Tenant Date _____

45 _____ Date _____
 46 Buyer's Agent/Statutory Broker
 47 _____
 48 Buyer's Agent/Statutory Broker Date _____

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