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Introduced by M. of A. RIVERA, BENEDETTO, BRONSON, CLARK, COLTON, CONRAD, DE LOS SANTOS, DINOWITZ, GLICK, GONZALEZ-ROJAS, HEVESI, JACKSON, JACOBSON, LUNSFORD, McDONOUGH, MEEKS, PEOPLES-STOKES, REYES, L. ROSENTHAL, SEAWRIGHT, SEPTIMO, SILLITTI, SIMON, STECK, TAYLOR, THIELE, STIRPE, STERN, ARDILA, WALKER, KELLES, BURDICK, SANTABARBARA, SHIMSKY, CUNNINGHAM -- read once and referred to the Committee on Judiciary -- ordered to a third reading, amended and ordered reprinted, retaining its place on the order of third reading

AN ACT to amend the real property law, in relation to requiring the disclosure of lead-based paint test reports in real estate transactions

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Legislative findings. a. The legislature hereby finds and
2 declares that lead poisoning of children persists as one of the most
3 prevalent and preventable environmental diseases in New York state.
4 Nearly 100,000 children were newly identified with levels of lead in
5 their blood at five micrograms per deciliter (mcg/dL) in New York state
6 between 2011 and 2015.
7 b. Medical research indicates that children can suffer permanent brain
8 damage at blood levels even lower than 5 mcg/dL, and that there is no
9 level of lead ingestion that is without adverse impact; indeed, in 2021
10 the federal Centers for Disease Control and Prevention revised the blood
11 lead reference level downward to 3.5 mcg/dL.
12 c. Black children and children from low-income households are consist-
13 ently found to have higher levels of lead in their blood than their
14 white peers or their peers from higher income households.
15 d. The predominant cause of lead poisoning in young children is the
16 ingestion of lead particles from deteriorating or abraded lead-based
17 paint from older and poorly maintained residences. Although New York
18 state banned the sale of lead-based paint in 1970, (l.1970, ch. 338) 74%
19 of New York's housing stock was constructed prior to 1970 and lead-based
20 paint was available outside of the state until 1978. New York state has
21 both the nation's greatest number (over 4 million units), the highest

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 percentage (55.08%) of pre-1960 and pre-1950 (41.0%) housing, and the
2 oldest housing inventory among the fifty states. At least ninety percent
3 of lead-based paint still exists in occupied housing built before 1960.
4 New York state's older housing stock places residents at great risk of
5 exposure to lead hazards, with low-income children living in older hous-
6 ing having the highest risk of lead poisoning.

7 e. Knowledge of lead-based paint hazards, their control, mitigation,
8 abatement, and risk avoidance is not sufficiently widespread. In addi-
9 tion, while federal law requires the disclosure by sellers of real prop-
10 erty of knowledge of the existence of lead-based paint and lead-based
11 paint hazards, and encourages potential buyers to conduct inspections
12 for lead-based paint, these mechanisms neither mandate that such
13 inspections take place either by sellers or buyers. This gap in disclo-
14 sure requirements results in residential property being transferred
15 without any knowledge of the potential for such property to cause lead
16 poisoning and the attendant liabilities.

17 f. Local county health departments lack sufficient information as to
18 which housing contains lead-based paint and the locations of such lead-
19 based paint, resulting in less cost-effective prevention of lead poison-
20 ing, avoidable harm to children's health, and wasted public resources.

21 g. The purposes of this act are to assure that properties that have
22 not been previously tested for lead-based paint are not simply trans-
23 ferred to new owners without knowledge of whether there is lead-based
24 paint present, and to better utilize the existing federal laws that
25 mandate disclosure of lead-based paint and lead-based paint hazards and
26 to aid in the prevention of lead poisoning. This act is not intended to
27 and does not diminish the responsibility of buyers to carefully examine
28 the property which they intend to purchase and public records pertaining
29 to the property. This act is not intended to and does not limit existing
30 responsibilities by a seller, buyer or agent concerning the condition of
31 the property or potential liabilities or remedies at law, statute or in
32 equity.

33 This act will significantly improve the transfer process and better
34 serve the interests of all parties to a home purchase. It will increase
35 clarity regarding the nature of the property and will provide greater
36 certainty to contracts entered into by better informed buyers and sell-
37 ers. As well, it will provide incentive to owners to voluntarily test
38 their property prior to sale.

39 h. This act will complement existing state and local laws on lead
40 poisoning prevention. Section 1377 of the public health law, enacted in
41 2023, requires the department of health to develop a registry of all
42 rental residential dwellings with two or more units built before 1980
43 within communities of concern outside the city of New York, which will
44 also require such dwellings be inspected for lead hazards at least every
45 three years. This act will ensure equity of information for purchasers
46 of all residential property built prior to 1978 regardless of location
47 or number of units by ensuring that they receive information about the
48 presence of lead-based paint in dwellings they purchase.

49 i. This act will require inspection reports that are developed to
50 comply with this act to be included on the registry of lead inspections
51 that the department of health is creating pursuant to section 1377 of
52 the public health law so that future renters and purchasers can learn
53 about lead-based paint in homes they are considering renting or purchas-
54 ing.

55 j. New York city has already added a requirement, subdivision a-1 of
56 section 27-2056.4 of the administrative code of the city of New York,

1 that all rental residential properties be tested one time for lead-based
2 paint by August 2025. This act will establish additional protections for
3 purchasers of non-rental residential properties, ensuring equity among
4 property purchasers across the state.

5 § 2. The real property law is amended by adding a new article 16 to
6 read as follows:

7 ARTICLE 16

8 LEAD-BASED PAINT RIGHT TO KNOW ACT

9 Section 520. Short title.

10 521. Definitions.

11 522. Inspection of residential real property for lead-based 12 paint prior to transfer of title.

13 523. Duty of agent.

14 524. Liability.

15 § 520. Short title. This article shall be known and may be cited as
16 the "lead-based paint right to know act".

17 § 521. Definitions. As used in this article, the following terms shall
18 have the following meanings:

19 1. "Agent" shall mean a person who is licensed as a real estate broker
20 or a real estate salesperson pursuant to section four hundred forty-a of
21 this chapter and acting in a fiduciary capacity.

22 2. "Binding contract of sale" shall mean a real estate purchase
23 contract or offer that would, upon signing by the seller and subject to
24 satisfaction of any contingencies, require the buyer to accept a trans-
25 fer of title.

26 3. "Broker" shall have the same meaning as "real estate broker"
27 defined by section four hundred forty of this chapter.

28 4. "Buyer" shall mean any entity that enters into a real estate
29 purchase contract, including but not limited to individuals, partner-
30 ships, corporations, trusts, government agencies, housing agencies,
31 Indian tribes, and nonprofit organizations.

32 5. "Lead-based paint" shall mean paint or other similar surface coat-
33 ing material containing .50 milligrams of lead per square centimeter or
34 greater, as determined by laboratory analysis of paint samples with all
35 layers of paint present, or by an x-ray fluorescence analyzer. If an
36 x-ray fluorescence analyzer is used, readings shall be corrected for
37 substrate bias when necessary as specified by the performance character-
38 istic sheets released by the United States environmental protection
39 agency and the United States department of housing and urban development
40 for the specific x-ray fluorescence analyzer used. X-ray fluorescence
41 readings shall be classified as positive, negative or inconclusive in
42 accordance with the United States department of housing and urban devel-
43 opment guidelines for the evaluation and control of lead-based paint
44 hazards in housing (July 2012) or successor guidelines, and the perform-
45 ance characteristic sheets released by the United States environmental
46 protection agency and the United States department of housing and urban
47 development for the specific x-ray fluorescence analyzer used. X-ray
48 fluorescence readings that fall within the inconclusive zone, as deter-
49 mined by the performance characteristic sheets, shall be confirmed by
50 laboratory analysis of paint chips, the measure of such laboratory anal-
51 ysis shall be definitive. Where a laboratory analysis of paint chips is
52 performed (including because an x-ray fluorescence reading is inconclu-
53 sive), the results shall be reported in percent by weight. In such
54 case, lead-based paint shall mean any paint or other similar surface-
55 coating material containing more than 0.009 percent (or 90 parts per
56 million) of metallic lead, based on the non-volatile content of the

1 paint or other similar surface-coating material. In the event that the
2 United States environmental protection agency or a successor agency, or
3 the United States department of housing and urban development or a
4 successor agency, or a department or agency of the state of New York
5 that has obtained applicable authorization pursuant to 40 C.F.R. part
6 745 subpart Q or successor regulation, adopts more stringent definitions
7 of lead-based paint, such more stringent definitions shall apply for the
8 purposes of this article.

9 6. "Real estate purchase contract" shall mean any of the following:

10 (a) a contract which provides for the purchase and sale or exchange of
11 residential real property;

12 (b) a lease with an option to purchase residential real property;

13 (c) a lease-with-obligation-to-purchase agreement for residential real
14 property; or

15 (d) an installment land sale contract for residential real property.

16 7. "Residential real property" shall mean real property improved by a
17 residential dwelling erected prior to the year nineteen hundred seven-
18 ty-eight.

19 8. "Residential dwelling" shall mean a single-family dwelling, includ-
20 ing attached structures such as porches and stoops, or a single-family
21 dwelling unit within a structure that contains more than one separate
22 residential dwelling unit, used or occupied, or designed to be used or
23 occupied, wholly or partly, as the home or residence of one or more
24 persons whether or not it was or will be occupied.

25 9. "Seller" shall mean any entity that intends to engage in the trans-
26 fer of title to a buyer of residential real property, in whole or in
27 part, including but not limited to individuals, partnerships, corpora-
28 tions, trusts, government agencies, housing agencies, Indian tribes,
29 mortgage banker, lender, and nonprofit organizations. The term "seller"
30 also shall mean an entity that transfers shares in a cooperatively owned
31 project.

32 10. "Test for lead-based paint" shall mean a test for the presence of
33 lead-based paint that has been conducted through both a lead hazard risk
34 assessment and a lead-based paint inspection as defined in 40 C.F.R.
35 745.103, 24 C.F.R. 35.86, and the United States department of housing
36 and urban development guidelines for the evaluation and control of lead-
37 based paint hazards in housing (July 2012), or successor regulations and
38 guidelines, and a report prepared indicating the results of such test,
39 including the locations where tests were performed for lead-based paint
40 and lead-based paint hazards and the readings of all such tests. Such
41 test shall not be valid unless performed by a person accredited pursuant
42 to: (a) certification to conduct lead hazard risk assessment and
43 inspections by the United States environmental protection agency pursu-
44 ant to 40 C.F.R. 745.226(b) or successor regulation; or (b) certif-
45 ication by a state or tribal program authorized by the United States
46 environmental protection agency to certify individuals engaged in lead-
47 based paint activities pursuant to 40 C.F.R. 745.325 or successor regu-
48 lation or eligible to conduct the inspections required by this article.
49 For multifamily housing, the test must be conducted in accordance with
50 the United States department of housing and urban development guidelines
51 for the evaluation and control of lead-based paint hazards in housing
52 (July 2012), or successor guidelines.

53 11. "Transfer of title" shall mean delivery of a properly executed
54 instrument conveying title to residential real property and shall
55 include delivery of a real estate purchase contract that is a lease or
56 installment land sale contract.

1 § 522. Inspection of residential real property for lead-based paint
2 prior to transfer of title. 1. (a) Effective August first, two thousand
3 twenty-four, every seller of residential real property pursuant to a
4 real estate purchase contract shall deliver to a buyer or buyer's agent
5 prior to the signing by the buyer of a binding contract of sale a
6 certificate that such property has been tested for lead-based paint, and
7 provide the report of such test. The seller shall attach a copy of the
8 certificate containing the signature of the seller and any report of a
9 test for lead-based paint to the real estate purchase contract. The
10 seller shall submit a copy of such certificate and report of such test
11 and any subsequent reports of such tests to the office authorized under
12 section three hundred seventy-two of this chapter to be registrar of
13 title in the county where such real property is located, and such office
14 shall not accept for filing an instrument of transfer of title unless
15 accompanied by such certificate where applicable. The seller shall also
16 file such certificate and report with the registry established by the
17 department of health pursuant to subdivision one of section thirteen
18 hundred seventy-seven of the public health law. The rental registry
19 shall be publicly accessible online, translated consistent with section
20 two hundred two-a of the executive law, and easy to navigate and read by
21 people with an eighth grade education or less. The department of health
22 shall notify the county department of health in the location of the
23 property sale about new entries in the registry coming from property
24 sales.

25 (b) The presentation of a certificate of such test by a prior owner of
26 such property and evidence of filing such certificate and report with
27 the department of health in the county where such residential real prop-
28 erty is located, and with the registry established by the department of
29 health pursuant to subdivision one of section thirteen hundred seventy-
30 seven of the public health law, shall be deemed to be in compliance with
31 the provisions of this subdivision.

32 (c) In the event the seller has not received from a prior owner a
33 certification and report of such tests as set forth in this subdivision,
34 the costs of testing for lead-based paint and the preparation of a
35 certificate and report thereof as provided in this subdivision shall be
36 deductible by the transferor or grantor, up to the amount of five
37 hundred dollars, or in a building with more than one dwelling unit up to
38 four hundred dollars per dwelling unit tested, from the taxes imposed by
39 sections fourteen hundred two and fourteen hundred two-a of the tax law.
40 The transferor or grantor shall not be reimbursed for costs in excess of
41 the total taxes imposed by sections fourteen hundred two and fourteen
42 hundred two-a of the tax law.

43 2. Any provision in a real estate purchase contract or any other docu-
44 ment related to the transfer of title in residential real property that
45 purports to waive any right created under state or federal law for the
46 buyer to conduct a risk assessment or inspection of the property to
47 determine the presence of lead-based paint and/or lead-based paint
48 hazards, or any oral agreement that purports to waive such right, is
49 null and void as against public policy, notwithstanding that such waiv-
50 ers might otherwise be permitted by federal law.

51 3. A certificate that such property has been tested for lead-based
52 paint shall not be required in connection with any of the following
53 transfers of residential real property:

54 (a) A transfer to a beneficiary of a deed of trust;

55 (b) A transfer by a fiduciary in the course of the administration of a
56 decedent's estate, a guardianship, a conservatorship, or a trust;

1 (c) A transfer from one co-owner to one or more other co-owners;

2 (d) A transfer made to the transferor's spouse or to one or more
3 persons in the lineal consanguinity of one or more of the transferors;

4 (e) A transfer between spouses or former spouses as a result of a
5 decree of divorce, dissolution of marriage, annulment, or legal sepa-
6 ration or as a result of property settlement, agreement incidental to a
7 decree of divorce, dissolution of marriage, annulment or legal sepa-
8 ration;

9 (f) A transfer to or from the state, a political subdivision of the
10 state, or another governmental entity;

11 (g) A transfer by a sheriff;

12 (h) A transfer pursuant to a partition action; or

13 (i) A transfer of an unoccupied dwelling unit or residential property
14 that is to be demolished, provided the dwelling unit or property will
15 remain unoccupied until demolition and lead-safe work practices enumer-
16 ated in 40 C.F.R. 745 and successor regulations, or more protective
17 state law are followed during the demolition.

18 4. Nothing contained in this article is intended to prevent the
19 parties to a contract of sale from entering into agreements of any kind
20 or nature with respect to the physical condition of the property to be
21 sold, including, but not limited to, agreements for the sale of real
22 property "as is".

23 § 523. Duty of agent. An agent representing a seller of residential
24 real property as a listing broker, or, if the seller is not represented
25 by an agent, the agent representing the buyer of residential real prop-
26 erty and dealing with a prospective seller, shall have the duty to time-
27 ly (in any event, before the buyer signs a binding contract of sale)
28 inform each seller of the seller's obligations under this article. An
29 agent representing a buyer of residential real property, or, if the
30 buyer is not represented by an agent, the agent representing a seller of
31 residential real property and dealing with a prospective buyer, shall
32 have the duty to timely (in any event, before the buyer signs a binding
33 contract of sale) inform such buyer of the buyer's rights and obli-
34 gations under this article. If an agent performs the duties and obli-
35 gations imposed upon him or her pursuant to this section, the agent
36 shall have no further duties under this article and shall not be liable
37 to any party for a violation of this article. The department of state
38 may, pursuant to section four hundred forty-one-c of this chapter,
39 revoke or suspend the license of an agent who violates this article.

40 § 524. Liability. Nothing contained in this article shall be construed
41 as limiting any existing legal cause of action or remedy at law, in
42 statute or in equity.

43 § 3. The real property law is amended by adding a new section 235-aa
44 to read as follows:

45 § 235-aa. Disclosure of lead-based paint and lead-based paint hazards.

46 1. Prior to executing a residential lease or rental agreement with a
47 tenant, the owner of real property shall provide the tenant a copy of
48 all reports of a test for lead-based paint issued or prepared pursuant
49 to section five hundred twenty-two of this chapter, and any other
50 report, within the possession or control of the owner, pertaining to
51 lead-based paint or lead-based paint hazards within the meaning of
52 section 4852d of title 42 of the United States Code and the regulations
53 thereunder. Owners who deliver a disclosure form with all required docu-
54 ments under the provisions of section 4852d of title 42 of the United
55 States Code and the regulations thereunder shall be deemed to have
56 complied with the requirements of this subdivision.

1 2. Any agreement by a lessee or tenant of premises for dwelling
2 purposes waiving or modifying his or her rights as set forth in this
3 section shall be void as contrary to public policy.

4 3. An owner who violates this section shall be liable for a civil
5 penalty not to exceed ten thousand dollars, and in addition, a penalty
6 to the tenant not to exceed the equivalent of the amount of rental
7 payments for three months plus any attorney's fees. The powers and
8 remedies set forth in this section shall be in addition to all other
9 existing legal cause of action or remedy at law, in statute or in equi-
10 ty.

11 § 4. Subdivision 2 of section 462 of the real property law, as amended
12 by chapter 484 of the laws of 2023, is amended to read as follows:

13 2. The following shall be the disclosure form:

14 PROPERTY CONDITION DISCLOSURE STATEMENT

15 NAME OF SELLER OR SELLERS:

16 PROPERTY ADDRESS:

17 THE PROPERTY CONDITION DISCLOSURE ACT REQUIRES THE SELLER OF RESIDEN-
18 TIAL REAL PROPERTY TO CAUSE THIS DISCLOSURE STATEMENT OR A COPY THEREOF
19 TO BE DELIVERED TO A BUYER OR BUYER'S AGENT PRIOR TO THE SIGNING BY THE
20 BUYER OF A BINDING CONTRACT OF SALE.

21 PURPOSE OF STATEMENT: THIS IS A STATEMENT OF CERTAIN CONDITIONS AND
22 INFORMATION CONCERNING THE PROPERTY KNOWN TO THE SELLER. THIS DISCLOSURE
23 STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT
24 REPRESENTING THE SELLER IN THIS TRANSACTION. IT IS NOT A SUBSTITUTE FOR
25 ANY INSPECTIONS OR TESTS AND THE BUYER IS ENCOURAGED TO OBTAIN HIS OR
26 HER OWN INDEPENDENT PROFESSIONAL INSPECTIONS AND ENVIRONMENTAL TESTS AND
27 ALSO IS ENCOURAGED TO CHECK PUBLIC RECORDS PERTAINING TO THE PROPERTY.

28 A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM
29 MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE
30 TRANSFER OF TITLE.

31 "RESIDENTIAL REAL PROPERTY" MEANS REAL PROPERTY IMPROVED BY A ONE TO
32 FOUR FAMILY DWELLING USED OR OCCUPIED, OR INTENDED TO BE USED OR OCCU-
33 PIED, WHOLLY OR PARTLY, AS THE HOME OR RESIDENCE OF ONE OR MORE PERSONS,
34 BUT SHALL NOT REFER TO (A) UNIMPROVED REAL PROPERTY UPON WHICH SUCH
35 DWELLINGS ARE TO BE CONSTRUCTED OR (B) CONDOMINIUM UNITS OR COOPERATIVE
36 APARTMENTS OR (C) PROPERTY ON A HOMEOWNERS' ASSOCIATION THAT IS NOT
37 OWNED IN FEE SIMPLE BY THE SELLER.

38 INSTRUCTIONS TO THE SELLER:

39 (a) ANSWER ALL QUESTIONS BASED UPON YOUR ACTUAL KNOWLEDGE.

40 (b) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS
41 REQUIRED.

42 (c) COMPLETE THIS FORM YOURSELF.

43 (d) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK "NA" (NON-AP-
44 PPLICABLE). IF YOU DO NOT KNOW THE ANSWER CHECK "UNKN" (UNKNOWN).

45 SELLER'S STATEMENT: THE SELLER MAKES THE FOLLOWING REPRESENTATIONS TO
46 THE BUYER BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AT THE TIME OF SIGN-
47 ING THIS DOCUMENT. THE SELLER AUTHORIZES HIS OR HER AGENT, IF ANY, TO
48 PROVIDE A COPY OF THIS STATEMENT TO A PROSPECTIVE BUYER OF THE RESIDEN-
49 TIAL REAL PROPERTY. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER
50 AND ARE NOT THE REPRESENTATIONS OF THE SELLER'S AGENT.

51 GENERAL INFORMATION

52 1. HOW LONG HAVE YOU OWNED THE PROPERTY?

53 2. HOW LONG HAVE YOU OCCUPIED THE PROPERTY?

- 1 3. WHAT IS THE AGE OF THE STRUCTURE OR STRUCTURES? NOTE TO BUYER--IF
 2 THE STRUCTURE WAS BUILT BEFORE 1978 YOU ARE ENCOURAGED TO INVESTI-
 3 GATE FOR THE PRESENCE OF LEAD BASED PAINT HAZARDS. IN ADDITION, NEW
 4 YORK REAL PROPERTY LAW REQUIRES THE SELLER TO PRODUCE THE RESULTS
 5 OF A TEST OF ALL THE PAINTED SURFACES FOR LEAD, OR TO CONDUCT SUCH
 6 TEST IF NOT PREVIOUSLY PERFORMED.
- 7 4. DOES ANYBODY OTHER THAN YOURSELF HAVE A LEASE, EASEMENT OR ANY
 8 OTHER RIGHT TO USE OR OCCUPY ANY PART OF YOUR PROPERTY OTHER THAN
 9 THOSE STATED IN DOCUMENTS AVAILABLE IN THE PUBLIC RECORD, SUCH AS
 10 RIGHTS TO USE A ROAD OR PATH OR CUT TREES OR CROPS. YES NO UNKN NA
- 11 5. DOES ANYBODY ELSE CLAIM TO OWN ANY PART OF YOUR PROPERTY? YES NO
 12 UNKN NA (IF YES, EXPLAIN BELOW)
- 13 6. HAS ANYONE DENIED YOU ACCESS TO THE PROPERTY OR MADE A FORMAL LEGAL
 14 CLAIM CHALLENGING YOUR TITLE TO THE PROPERTY? YES NO UNKN NA (IF
 15 YES, EXPLAIN BELOW)
- 16 7. ARE THERE ANY FEATURES OF THE PROPERTY SHARED IN COMMON WITH
 17 ADJOINING LAND OWNERS OR A HOMEOWNERS ASSOCIATION, SUCH AS WALLS,
 18 FENCES OR DRIVEWAYS? YES NO UNKN NA (IF YES DESCRIBE BELOW)
- 19 8. ARE THERE ANY ELECTRIC OR GAS UTILITY SURCHARGES FOR LINE EXTEN-
 20 SIONS, SPECIAL ASSESSMENTS OR HOMEOWNER OR OTHER ASSOCIATION FEES
 21 THAT APPLY TO THE PROPERTY? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 22 9. ARE THERE CERTIFICATES OF OCCUPANCY RELATED TO THE PROPERTY? YES
 23 NO UNKN NA (IF NO, EXPLAIN BELOW)

24 ENVIRONMENTAL

25 NOTE TO SELLER - IN THIS SECTION, YOU WILL BE ASKED QUESTIONS REGARD-
 26 ING PETROLEUM PRODUCTS AND HAZARDOUS OR TOXIC SUBSTANCES THAT YOU KNOW
 27 TO HAVE BEEN SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE PROPERTY
 28 OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY. PETROLEUM PRODUCTS MAY
 29 INCLUDE, BUT ARE NOT LIMITED TO, GASOLINE, DIESEL FUEL, HOME HEATING
 30 FUEL, AND LUBRICANTS. HAZARDOUS OR TOXIC SUBSTANCES ARE PRODUCTS OR
 31 OTHER MATERIAL THAT COULD POSE SHORT- OR LONG-TERM DANGER TO PERSONAL
 32 HEALTH OR THE ENVIRONMENT IF THEY ARE NOT PROPERLY DISPOSED OF, APPLIED
 33 OR STORED. THESE INCLUDE, BUT ARE NOT LIMITED TO, FERTILIZERS, PESTI-
 34 CIDES AND INSECTICIDES, PAINT INCLUDING PAINT THINNER, VARNISH REMOVER
 35 AND WOOD PRESERVATIVES, TREATED WOOD, CONSTRUCTION MATERIALS SUCH AS
 36 ASPHALT AND ROOFING MATERIALS, ANTIFREEZE AND OTHER AUTOMOTIVE PRODUCTS,
 37 BATTERIES, CLEANING SOLVENTS INCLUDING SEPTIC TANK CLEANERS, HOUSEHOLD
 38 CLEANERS, POOL CHEMICALS, PRODUCTS CONTAINING MERCURY AND LEAD AND
 39 INDOOR MOLD.

40 NOTE TO BUYER - IF CONTAMINATION OF THIS PROPERTY FROM PETROLEUM
 41 PRODUCTS AND/OR HAZARDOUS OR TOXIC SUBSTANCES IS A CONCERN TO YOU, YOU
 42 ARE URGED TO CONSIDER SOIL AND GROUNDWATER TESTING OF THIS PROPERTY. IF
 43 LEAD IN DRINKING WATER IS A CONCERN TO YOU, YOU ARE URGED TO HAVE THE
 44 PLUMBING EXAMINED, INCLUDING THE SERVICE LINE.

- 45 10. IS ANY OR ALL OF THE PROPERTY LOCATED IN A FEDERAL EMERGENCY
 46 MANAGEMENT AGENCY (FEMA) DESIGNATED FLOODPLAIN? YES NO UNKN NA
 47 (IF YES, EXPLAIN BELOW)
- 48 11. IS ANY OR ALL OF THE PROPERTY LOCATED WHOLLY OR PARTIALLY IN THE
 49 SPECIAL FLOOD HAZARD AREA ("SFHA"; "100-YEAR FLOODPLAIN") ACCORD-
 50 ING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA'S) CURRENT
 51 FLOOD INSURANCE RATE MAPS FOR YOUR AREA? YES NO UNKN NA (IF YES,
 52 EXPLAIN BELOW)

- 1 12. IS ANY OR ALL OF THE PROPERTY LOCATED WHOLLY OR PARTIALLY IN A
2 MODERATE RISK FLOOD HAZARD AREA ("500-YEAR FLOODPLAIN") ACCORDING
3 TO FEMA'S CURRENT FLOOD INSURANCE RATE MAPS FOR YOUR AREA? YES NO
4 UNKN NA (IF YES, EXPLAIN BELOW)
- 5 13. IS THE PROPERTY SUBJECT TO ANY REQUIREMENT UNDER FEDERAL LAW TO
6 OBTAIN AND MAINTAIN FLOOD INSURANCE ON THE PROPERTY? YES NO UNKN
7 NA (IF YES, EXPLAIN BELOW)
- 8 HOMES IN THE SPECIAL FLOOD HAZARD AREA, ALSO KNOWN AS HIGH RISK
9 FLOOD ZONES, ON FEMA'S FLOOD INSURANCE RATE MAPS WITH MORTGAGES
10 FROM FEDERALLY REGULATED OR INSURED LENDERS ARE REQUIRED TO OBTAIN
11 AND MAINTAIN FLOOD INSURANCE. EVEN WHEN NOT REQUIRED, FEMA ENCOUR-
12 AGES HOMEOWNERS IN HIGH RISK, MODERATE RISK, AND LOW RISK FLOOD
13 ZONES TO PURCHASE FLOOD INSURANCE THAT COVERS THE STRUCTURE(S) AND
14 THE PERSONAL PROPERTY WITHIN THE STRUCTURE(S). ALSO NOTE THAT
15 HOMES IN COASTAL AREAS MAY BE SUBJECT TO INCREASED RISK OF FLOOD-
16 ING OVER TIME DUE TO PROJECTED SEA LEVEL RISE AND INCREASED
17 EXTREME STORMS CAUSED BY CLIMATE CHANGE WHICH MAY NOT BE REFLECTED
18 IN CURRENT FLOOD INSURANCE RATE MAPS.
- 19 14. HAVE YOU EVER RECEIVED ASSISTANCE, OR ARE YOU AWARE OF ANY PREVI-
20 OUS OWNERS RECEIVING ASSISTANCE, FROM THE FEDERAL EMERGENCY
21 MANAGEMENT AGENCY (FEMA), THE U.S. SMALL BUSINESS ADMINISTRATION
22 (SBA), OR ANY OTHER FEDERAL DISASTER FLOOD ASSISTANCE FOR FLOOD
23 DAMAGE TO THE PROPERTY? YES NO UNKN NA (IF YES, EXPLAIN BELOW) FOR
24 PROPERTIES THAT HAVE RECEIVED FEDERAL DISASTER ASSISTANCE, THE
25 REQUIREMENT TO OBTAIN FLOOD INSURANCE PASSES DOWN TO ALL FUTURE
26 OWNERS. FAILURE TO OBTAIN AND MAINTAIN FLOOD INSURANCE CAN RESULT
27 IN AN INDIVIDUAL BEING INELIGIBLE FOR FUTURE ASSISTANCE.
- 28 15. IS THERE FLOOD INSURANCE ON THE PROPERTY? YES NO UNKN NA (IF YES,
29 ATTACH A COPY OF THE POLICY)
- 30 A STANDARD HOMEOWNER'S INSURANCE POLICY TYPICALLY DOES NOT COVER
31 FLOOD DAMAGE. YOU ARE ENCOURAGED TO EXAMINE YOUR POLICY TO DETER-
32 MINE WHETHER YOU ARE COVERED.
- 33 16. IS THERE A FEMA ELEVATION CERTIFICATE AVAILABLE FOR THE PROPERTY?
34 YES NO UNKN NA (IF YES, ATTACH A COPY OF THE CERTIFICATE)
- 35 AN ELEVATION CERTIFICATE IS A FEMA FORM, COMPLETED BY A LICENSED
36 SURVEYOR OR ENGINEER. THE FORM PROVIDES CRITICAL INFORMATION ABOUT
37 THE FLOOD RISK OF THE PROPERTY AND IS USED BY FLOOD INSURANCE
38 PROVIDERS UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) TO
39 HELP DETERMINE THE APPROPRIATE FLOOD INSURANCE RATING FOR THE
40 PROPERTY. A BUYER MAY BE ABLE TO USE THE ELEVATION CERTIFICATE
41 FROM A PREVIOUS OWNER FOR THEIR FLOOD INSURANCE POLICY.
- 42 17. HAVE YOU EVER FILED A CLAIM FOR FLOOD DAMAGE TO THE PROPERTY WITH
43 ANY INSURANCE PROVIDER, INCLUDING THE NATIONAL FLOOD INSURANCE
44 PROGRAM (NFIP)? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 45 18. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED WETLAND?
46 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 47 19. IS THE PROPERTY LOCATED IN AN AGRICULTURAL DISTRICT?
48 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 49 20. WAS THE PROPERTY EVER THE SITE OF A LANDFILL?
50 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 51 21. ARE THERE OR HAVE THERE EVER BEEN FUEL STORAGE TANKS ABOVE OR
52 BELOW THE GROUND ON THE PROPERTY? YES NO UNKN NA IF YES, ARE
53 THEY CURRENTLY IN USE? YES NO UNKN NA LOCATION(S) ARE THEY LEAKING
54 OR HAVE THEY EVER LEAKED? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 55 22. IS THERE ASBESTOS IN THE STRUCTURE? YES NO UNKN NA (IF YES, STATE
56 LOCATION OR LOCATIONS BELOW)

- 1 23. IS LEAD PLUMBING PRESENT? YES NO UNKN NA (IF YES, STATE LOCATION
2 OR LOCATIONS BELOW)
3 24. HAS A RADON TEST BEEN DONE? YES NO UNKN NA (IF YES, ATTACH A COPY
4 OF THE REPORT)
5 25. HAS MOTOR FUEL, MOTOR OIL, HOME HEATING FUEL, LUBRICATING OIL OR
6 ANY OTHER PETROLEUM PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR
7 TOXIC SUBSTANCE SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE
8 PROPERTY OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY? YES NO
9 UNKN NA (IF YES, DESCRIBE BELOW)
10 26. HAS THE PROPERTY BEEN TESTED FOR THE PRESENCE OF MOTOR FUEL, MOTOR
11 OIL, HOME HEATING FUEL, LUBRICATING OIL, OR ANY OTHER PETROLEUM
12 PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR TOXIC SUBSTANCE? YES NO
13 UNKN NA (IF YES, ATTACH REPORT(S))
14 27. HAS THE PROPERTY BEEN TESTED FOR INDOOR MOLD? YES NO UNKN (IF YES,
15 ATTACH A COPY OF THE REPORT)

16 STRUCTURAL

- 17 28. IS THERE ANY ROT OR WATER DAMAGE TO THE STRUCTURE OR STRUCTURES?
18 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
19 29. IS THERE ANY FIRE OR SMOKE DAMAGE TO THE STRUCTURE OR STRUCTURES?
20 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
21 30. IS THERE ANY TERMITE, INSECT, RODENT OR PEST INFESTATION OR
22 DAMAGE? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
23 31. HAS THE PROPERTY BEEN TESTED FOR TERMITE, INSECT, RODENT OR PEST
24 INFESTATION OR DAMAGE? YES NO UNKN NA (IF YES, PLEASE ATTACH
25 REPORT(S))
26 32. WHAT IS THE TYPE OF ROOF/ROOF COVERING (SLATE, ASPHALT, OTHER.)?
27 ANY KNOWN MATERIAL DEFECTS? HOW OLD IS THE ROOF? IS THERE A TRANS-
28 FERABLE WARRANTY ON THE ROOF IN EFFECT NOW? YES NO UNKN NA (IF
29 YES, EXPLAIN BELOW)
30 33. ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING
31 STRUCTURAL SYSTEMS: FOOTINGS, BEAMS, GIRDERS, LINTELS, COLUMNS OR
32 PARTITIONS? YES NO UNKN NA (IF YES, EXPLAIN BELOW)

33 MECHANICAL SYSTEMS & SERVICES

- 34 34. WHAT IS THE WATER SOURCE (CIRCLE ALL THAT APPLY - WELL, PRIVATE,
35 MUNICIPAL, OTHER)? IF MUNICIPAL, IS IT METERED? YES NO UNKN NA
36 35. HAS THE WATER QUALITY AND/OR FLOW RATE BEEN TESTED? YES NO UNKN NA
37 (IF YES, DESCRIBE BELOW)
38 36. WHAT IS THE TYPE OF SEWAGE SYSTEM (CIRCLE ALL THAT APPLY - PUBLIC
39 SEWER, PRIVATE SEWER, SEPTIC OR CESSPOOL)? IF SEPTIC OR CESSPOOL,
40 AGE? _____ DATE LAST PUMPED? _____ FREQUENCY OF PUMPING?
41 _____ ANY KNOWN MATERIAL DEFECTS? YES NO UNKN NA (IF YES,
42 EXPLAIN BELOW)
43 37. WHO IS YOUR ELECTRIC SERVICE PROVIDER? _____ WHAT IS THE AMPER-
44 AGE? _____ DOES IT HAVE CIRCUIT BREAKERS OR FUSES? _____
45 PRIVATE OR PUBLIC POLES? _____ ANY KNOWN MATERIAL DEFECTS? YES
46 NO UNKN NA (IF YES, EXPLAIN BELOW)
47 38. ARE THERE ANY FLOODING, DRAINAGE OR GRADING PROBLEMS THAT RESULTED
48 IN STANDING WATER ON ANY PORTION OF THE PROPERTY? YES NO UNKN NA
49 (IF YES, STATE LOCATIONS AND EXPLAIN BELOW)
50 39. HAS THE STRUCTURE(S) EXPERIENCED ANY WATER PENETRATION OR DAMAGE
51 DUE TO SEEPAGE OR A NATURAL FLOOD EVENT, SUCH AS FROM HEAVY RAIN-
52 FALL, COASTAL STORM SURGE, TIDAL INUNDATION OR RIVER OVERFLOW?
53 YES NO UNKN NA (IF YES, EXPLAIN BELOW)

1 ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING (IF YES,
 2 EXPLAIN BELOW. USE ADDITIONAL SHEETS IF NECESSARY.):

3	40. PLUMBING SYSTEM?	YES	NO	UNKN	NA
4	41. SECURITY SYSTEM?	YES	NO	UNKN	NA
5	42. CARBON MONOXIDE DETECTOR?	YES	NO	UNKN	NA
6	43. SMOKE DETECTOR?	YES	NO	UNKN	NA
7	44. FIRE SPRINKLER SYSTEM?	YES	NO	UNKN	NA
8	45. SUMP PUMP?	YES	NO	UNKN	NA
9	46. FOUNDATION/SLAB?	YES	NO	UNKN	NA
10	47. INTERIOR WALLS/CEILINGS?	YES	NO	UNKN	NA
11	48. EXTERIOR WALLS OR SIDING?	YES	NO	UNKN	NA
12	49. FLOORS?	YES	NO	UNKN	NA
13	50. CHIMNEY/FIREPLACE OR STOVE?	YES	NO	UNKN	NA
14	51. PATIO/DECK?	YES	NO	UNKN	NA
15	52. DRIVEWAY?	YES	NO	UNKN	NA
16	53. AIR CONDITIONER?	YES	NO	UNKN	NA
17	54. HEATING SYSTEM?	YES	NO	UNKN	NA
18	55. HOT WATER HEATER?	YES	NO	UNKN	NA
19	56. THE PROPERTY IS LOCATED IN THE FOLLOWING SCHOOL DISTRICT				UNKN

20 NOTE: BUYER IS ENCOURAGED TO CHECK PUBLIC RECORDS CONCERNING THE
 21 PROPERTY (E.G. TAX RECORDS AND WETLAND AND FEMA'S CURRENT FLOOD
 22 INSURANCE RATE MAPS AND ELEVATION CERTIFICATES)
 23 THE SELLER SHOULD USE THIS AREA TO FURTHER EXPLAIN ANY ITEM ABOVE. IF
 24 NECESSARY, ATTACH ADDITIONAL PAGES AND INDICATE HERE THE NUMBER OF ADDI-
 25 TIONAL PAGES ATTACHED.

26 _____
 27 _____
 28 _____
 29 _____

30 SELLER'S CERTIFICATION: SELLER CERTIFIES THAT THE INFORMATION IN THIS
 31 PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE
 32 SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A
 33 SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS
 34 MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED
 35 PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION
 36 DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT,
 37 HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDI-
 38 TION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO
 39 THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

40 SELLER _____ DATE _____
 41 SELLER _____ DATE _____

42 BUYER'S ACKNOWLEDGMENT: BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS
 43 STATEMENT AND BUYER UNDERSTANDS THAT THIS INFORMATION IS A STATEMENT OF
 44 CERTAIN CONDITIONS AND INFORMATION CONCERNING THE PROPERTY KNOWN TO THE
 45 SELLER. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR SELLER'S AGENT
 46 AND IS NOT A SUBSTITUTE FOR ANY HOME, PEST, RADON OR OTHER INSPECTIONS
 47 OR TESTING OF THE PROPERTY OR INSPECTION OF THE PUBLIC RECORDS.

48 BUYER _____ DATE _____
 49 BUYER _____ DATE _____

50 § 5. This act shall take effect August 1, 2024. Effective imme-
 51 diately, the addition, amendment, and/or repeal of any rule or regu-
 52 lation necessary for the implementation of this act on its effective
 53 date are authorized to be made and completed on or before such effective
 54 date.