STATE OF NEW YORK

6608

2021-2022 Regular Sessions

IN ASSEMBLY

March 19, 2021

Introduced by M. of A. J. D. RIVERA -- read once and referred to the Committee on Judiciary

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:

Section 1. Legislative findings. The legislature hereby finds and declares that lead poisoning of children persists as one of the most prevalent and preventable environmental diseases in New York State. Nearly 100,000 children were newly identified with levels of lead in their blood at five micrograms per deciliter (mcg/dL) in New York state between 2011 and 2015. Medical research indicates that children can suffer permanent brain damage at blood levels even lower than 5mcg/dL, and that there is no level of lead ingestion that is without adverse impact. The predominant cause of lead poisoning in young children is the ingestion of lead particles from deteriorating or abraded lead-based paint from older and poorly maintained residences. Although New York state banned the sale of lead-based paint in 1970, (l.1970, ch. 338) 74% of New York's housing stock was constructed prior to 1970 and lead-based paint was available outside of the state until 1978. New York state has both the nation's greatest number (over 4 million units), the highest percentage (55.08%) of pre-1960 and pre-1950 (41.0%) housing, and the oldest housing inventory among the fifty states. At least ninety percent of lead-based paint still exists in occupied housing built before 1960. New York state's older housing stock places residents at great risk of exposure to lead hazards, with low-income children living in older housing having the highest risk of lead poisoning. Knowledge of lead-based paint hazards, their control, mitigation, abatement, and risk avoidance is not sufficiently widespread. In addition, while federal law requires the disclosure by sellers of real property of knowledge of the existence

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

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of lead-based paint and lead-based paint hazards, and encourages potential buyers to conduct inspections for lead-based paint, these mechanisms neither mandate that such inspections take place either by sellers or buyers. This gap in disclosure requirements results in residential property being transferred without any knowledge of the potential for such property to cause lead poisoning and the attendant liabilities.

Local county health departments lack sufficient information as to which housing contains lead-based paint and the locations of such lead-based paint, resulting in less cost-effective prevention of lead poisoning, avoidable harm to children's health, and wasted public resources. The purposes of this act are to assure that properties that have not been previously tested for lead-based paint are not simply transferred to new owners without knowledge of whether there is lead-based paint present, and to better utilize the existing federal laws that mandate disclosure of lead-based paint and lead-based paint hazards and to aid in the prevention of lead poisoning. This act is not intended to and does not diminish the responsibility of buyers to carefully examine the property which they intend to purchase and public records pertaining to the property. This act is not intended to and does not limit existing responsibilities by a seller, buyer or agent concerning the condition of the property or potential liabilities or remedies at law, statute or in equity.

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

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

ARTICLE 16
LEAD-BASED PAINT DISCLOSURE ACT

Section 520. Short title.
521. Definitions.
522. Inspection of residential real property for lead-based paint prior to transfer of title.
523. Duty of agent.
524. Liability.

§ 520. Short title. This article shall be known and may be cited as the "lead-based paint disclosure act".

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

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

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

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

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

5. "Lead-based paint" shall mean paint or other similar surface coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis of paint samples with all layers of paint present, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development guidelines for the evaluation and control of lead-based paint hazards in housing (July 2012) or successor guidelines, and the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.009 percent of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material. In the event that the United States environmental protection agency or a successor agency, or the United States department of housing and urban development or a successor agency, or a department or agency of the state of New York that has obtained applicable authorization pursuant to 40 C.F.R. part 745 subpart Q or successor regulation, adopts more stringent definitions of lead-based paint, such more stringent definitions shall apply for the purposes of this article.

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

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

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

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

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

7. "Residential real property" shall mean real property improved by a residential dwelling erected prior to the year nineteen hundred seventy-eight.

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

9. "Seller" shall mean any entity that intends to engage in the transfer of title to a buyer of residential real property, in whole or in part, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes,

mortgage banker, lender, and nonprofit organizations. The term "seller" also shall mean an entity that transfers shares in a cooperatively owned project.

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

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

§ 522. Inspection of residential real property for lead-based paint prior to transfer of title. 1. (a) Effective April first, two thousand twenty-two, every seller of residential real property pursuant to a real estate purchase contract shall deliver to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale a certificate that such property has been tested for lead-based paint, and provide the report of such test. A copy of the certificate containing the signature of the seller and any report of a test for lead-based paint shall be attached to the real estate purchase contract. A copy of such certificate and report of such test and any subsequent reports of such tests shall be filed with the state department of health in the department of health in the county where such residential real property is located, and such certificate shall as well be filed with the office authorized under section three hundred seventy-two of this chapter to be registrar of title in the county where such real property is located, and such office shall not accept for filing an instrument of transfer of title unless accompanied by such certificate where applicable.

(b) The presentation of a certificate of such test by a prior owner of said property and evidence of filing such certificate and report with the department of health in the county where such residential real property is located, shall be deemed to be in compliance with the provisions of this subdivision.

(c) In the event the seller has not received from a prior owner a certification and report of such tests as set forth in this subdivision, the costs of testing for lead-based paint and the preparation of a certificate and report thereof as provided in this subdivision shall be deductible by the transferor or grantor, up to the amount of five hundred dollars, or in a building with more than one dwelling unit up to

four hundred dollars per dwelling unit tested, from the taxes imposed by sections fourteen hundred two and fourteen hundred two-a of the tax law. The transferor or grantor shall not be reimbursed for costs in excess of the total taxes imposed by sections fourteen hundred two and fourteen hundred two-a of the tax law.

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

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

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

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

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

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

(e) A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment, or legal separation or as a result of property settlement, agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation;

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

(g) A transfer by a sheriff;

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

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

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

§ 523. Duty of agent. An agent representing a seller of residential real property as a listing broker, or, if the seller is not represented by an agent, the agent representing the buyer of residential real property and dealing with a prospective seller, shall have the duty to timely (in any event, before the buyer signs a binding contract of sale) inform each seller of the seller's obligations under this article. An agent representing a buyer of residential real property, or, if the buyer is not represented by an agent, the agent representing a seller of residential real property and dealing with a prospective buyer, shall have the duty to timely (in any event, before the buyer signs a binding contract of sale) inform such buyer of the buyer's rights and obligations under this article. If an agent performs the duties and obligations imposed upon him or her pursuant to this section, the agent shall have no further duties under this article and shall not be liable to any party for a violation of this article. The department of state

may, pursuant to section four hundred forty-one-c of this chapter, revoke or suspend the license of an agent who violates this article.

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

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

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

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

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

§ 4. Subdivision 2 of section 462 of the real property law, as added by chapter 456 of the laws of 2001, is amended to read as follows:

2. The following shall be the disclosure form:

PROPERTY CONDITION DISCLOSURE STATEMENT

NAME OF SELLER OR SELLERS:

PROPERTY ADDRESS:

THE PROPERTY CONDITION DISCLOSURE ACT REQUIRES THE SELLER OF RESIDENTIAL REAL PROPERTY TO CAUSE THIS DISCLOSURE STATEMENT OR A COPY THEREOF TO BE DELIVERED TO A BUYER OR BUYER'S AGENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE.

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

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL

RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

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

INSTRUCTIONS TO THE SELLER:

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

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

(c) COMPLETE THIS FORM YOURSELF.

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

SELLER'S STATEMENT: THE SELLER MAKES THE FOLLOWING REPRESENTATIONS TO THE BUYER BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AT THE TIME OF SIGNING THIS DOCUMENT. THE SELLER AUTHORIZES HIS OR HER AGENT, IF ANY, TO PROVIDE A COPY OF THIS STATEMENT TO A PROSPECTIVE BUYER OF THE RESIDENTIAL REAL PROPERTY. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE SELLER'S AGENT.

GENERAL INFORMATION

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

ENVIRONMENTAL

NOTE TO SELLER - IN THIS SECTION, YOU WILL BE ASKED QUESTIONS REGARDING PETROLEUM PRODUCTS AND HAZARDOUS OR TOXIC SUBSTANCES THAT YOU KNOW TO HAVE BEEN SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE PROPERTY

OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY. PETROLEUM PRODUCTS MAY INCLUDE, BUT ARE NOT LIMITED TO, GASOLINE, DIESEL FUEL, HOME HEATING FUEL, AND LUBRICANTS. HAZARDOUS OR TOXIC SUBSTANCES ARE PRODUCTS THAT COULD POSE SHORT- OR LONG-TERM DANGER TO PERSONAL HEALTH OR THE ENVIRONMENT IF THEY ARE NOT PROPERLY DISPOSED OF, APPLIED OR STORED. THESE INCLUDE, BUT ARE NOT LIMITED TO, FERTILIZERS, PESTICIDES AND INSECTICIDES, PAINT INCLUDING PAINT THINNER, VARNISH REMOVER AND WOOD PRESERVATIVES, TREATED WOOD, CONSTRUCTION MATERIALS SUCH AS ASPHALT AND ROOFING MATERIALS, ANTIFREEZE AND OTHER AUTOMOTIVE PRODUCTS, BATTERIES, CLEANING SOLVENTS INCLUDING SEPTIC TANK CLEANERS, HOUSEHOLD CLEANERS AND POOL CHEMICALS AND PRODUCTS CONTAINING MERCURY AND LEAD.

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

10. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED FLOODPLAIN? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
11. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED WETLAND? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
12. IS THE PROPERTY LOCATED IN AN AGRICULTURAL DISTRICT? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
13. WAS THE PROPERTY EVER THE SITE OF A LANDFILL? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
14. ARE THERE OR HAVE THERE EVER BEEN FUEL STORAGE TANKS ABOVE OR BELOW THE GROUND ON THE PROPERTY? YES NO UNKN NA IF YES, ARE THEY CURRENTLY IN USE? YES NO UNKN NA LOCATION(S) ARE THEY LEAKING OR HAVE THEY EVER LEAKED? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
15. IS THERE ASBESTOS IN THE STRUCTURE? YES NO UNKN NA (IF YES, STATE LOCATION OR LOCATIONS BELOW)
16. IS LEAD PLUMBING PRESENT? YES NO UNKN NA (IF YES, STATE LOCATION OR LOCATIONS BELOW)
17. HAS A RADON TEST BEEN DONE? YES NO UNKN NA (IF YES, ATTACH A COPY OF THE REPORT)
18. HAS MOTOR FUEL, MOTOR OIL, HOME HEATING FUEL, LUBRICATING OIL OR ANY OTHER PETROLEUM PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR TOXIC SUBSTANCE SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE PROPERTY OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY? YES NO UNKN NA (IF YES, DESCRIBE BELOW)
19. HAS THE PROPERTY BEEN TESTED FOR THE PRESENCE OF MOTOR FUEL, MOTOR OIL, HOME HEATING FUEL, LUBRICATING OIL, OR ANY OTHER PETROLEUM PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR TOXIC SUBSTANCE? YES NO UNKN NA (IF YES, ATTACH REPORT(S))

STRUCTURAL

20. IS THERE ANY ROT OR WATER DAMAGE TO THE STRUCTURE OR STRUCTURES? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
21. IS THERE ANY FIRE OR SMOKE DAMAGE TO THE STRUCTURE OR STRUCTURES? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
22. IS THERE ANY TERMITE, INSECT, RODENT OR PEST INFESTATION OR DAMAGE? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
23. HAS THE PROPERTY BEEN TESTED FOR TERMITE, INSECT, RODENT OR PEST INFESTATION OR DAMAGE? YES NO UNKN NA (IF YES, PLEASE ATTACH REPORT(S))

24. WHAT IS THE TYPE OF ROOF/ROOF COVERING (SLATE, ASPHALT, OTHER.)? ANY KNOWN MATERIAL DEFECTS? HOW OLD IS THE ROOF? IS THERE A TRANSFERABLE WARRANTEE ON THE ROOF IN EFFECT NOW? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
25. ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING STRUCTURAL SYSTEMS: FOOTINGS, BEAMS, GIRDERS, LINTELS, COLUMNS OR PARTITIONS. YES NO UNKN NA (IF YES, EXPLAIN BELOW)

MECHANICAL SYSTEMS & SERVICES

26. WHAT IS THE WATER SOURCE (CIRCLE ALL THAT APPLY - WELL, PRIVATE, MUNICIPAL, OTHER)? IF MUNICIPAL, IS IT METERED? YES NO UNKN NA
27. HAS THE WATER QUALITY AND/OR FLOW RATE BEEN TESTED? YES NO UNKN NA (IF YES, DESCRIBE BELOW)
28. WHAT IS THE TYPE OF SEWAGE SYSTEM (CIRCLE ALL THAT APPLY - PUBLIC SEWER, PRIVATE SEWER, SEPTIC OR CESSPOOL)? IF SEPTIC OR CESSPOOL, AGE? _____ DATE LAST PUMPED? _____ FREQUENCY OF PUMPING? _____ ANY KNOWN MATERIAL DEFECTS? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
29. WHO IS YOUR ELECTRIC SERVICE PROVIDER? _____ WHAT IS THE AMPERAGE? _____ DOES IT HAVE CIRCUIT BREAKERS OR FUSES? _____ PRIVATE OR PUBLIC POLES? _____ ANY KNOWN MATERIAL DEFECTS? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
30. ARE THERE ANY FLOODING, DRAINAGE OR GRADING PROBLEMS THAT RESULTED IN STANDING WATER ON ANY PORTION OF THE PROPERTY? YES NO UNKN NA (IF YES, STATE LOCATIONS AND EXPLAIN BELOW)
31. DOES THE BASEMENT HAVE SEEPAGE THAT RESULTS IN STANDING WATER? YES NO UNKN NA (IF YES, EXPLAIN BELOW)

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

32. PLUMBING SYSTEM?	YES	NO	UNKN	NA
33. SECURITY SYSTEM?	YES	NO	UNKN	NA
34. CARBON MONOXIDE DETECTOR?	YES	NO	UNKN	NA
35. SMOKE DETECTOR?	YES	NO	UNKN	NA
36. FIRE SPRINKLER SYSTEM?	YES	NO	UNKN	NA
37. SUMP PUMP?	YES	NO	UNKN	NA
38. FOUNDATION/SLAB?	YES	NO	UNKN	NA
39. INTERIOR WALLS/CEILINGS?	YES	NO	UNKN	NA
40. EXTERIOR WALLS OR SIDING?	YES	NO	UNKN	NA
41. FLOORS?	YES	NO	UNKN	NA
42. CHIMNEY/FIREPLACE OR STOVE?	YES	NO	UNKN	NA
43. PATIO/DECK?	YES	NO	UNKN	NA
44. DRIVEWAY?	YES	NO	UNKN	NA
45. AIR CONDITIONER?	YES	NO	UNKN	NA
46. HEATING SYSTEM?	YES	NO	UNKN	NA
47. HOT WATER HEATER?	YES	NO	UNKN	NA
48. THE PROPERTY IS LOCATED IN THE FOLLOWING SCHOOL DISTRICT			UNKN	

NOTE: BUYER IS ENCOURAGED TO CHECK PUBLIC RECORDS CONCERNING THE PROPERTY (E.G. TAX RECORDS AND WETLAND AND FLOOD PLAIN MAPS)

THE SELLER SHOULD USE THIS AREA TO FURTHER EXPLAIN ANY ITEM ABOVE. IF NECESSARY, ATTACH ADDITIONAL PAGES AND INDICATE HERE THE NUMBER OF ADDITIONAL PAGES ATTACHED.

_____
_____
_____
_____

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

SELLER _____ DATE _____
SELLER _____ DATE _____

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

BUYER _____ DATE _____
BUYER _____ DATE _____

§ 5. This act shall take effect immediately.