



ADDENDUM TO SALES AGREEMENT
Environmental Review, Property Standards
and Lead Hazard Contingencies

CHAP Form 03



This addendum is required for funding under the Clackamas Homebuyer Assistance Program

Addendum Number: _____ to Sales Agreement dated: _____

Buyer's Name (Printed)

Seller's Name (Printed)

Address of property: _____

Year Built: _____

Number of Bedrooms: _____

Buyer and Seller voluntarily accept the conditions of this Addendum and agree to amend the Sales Agreement Contract to include this Addendum. Buyer and Seller acknowledge and agree that the Sales Agreement is subject to and shall be completely contingent upon the following:

- 1) **ENVIRONMENTAL REVIEW:** 24 CFR 92.352 requires that Clackamas County Community Development complete an Environmental Review under 24 CFR Part 58 prior to closing. The Environmental Review includes review for historic preservation for properties 50 years old or older, location in a flood plain and hazardous materials.
- 2) **PROPERTY INSPECTION:** 24 CFR 92.251(2) requires that Clackamas County Community Development perform an inspection of the house to ensure that the house meets the applicable property standards. All deficiencies noted in the inspection must be corrected. The house must be re-inspected and the house must meet the property standards prior to closing.

If house was built after January 1, 1978, it is not subject to the LEAD-BASED PAINT provisions listed below. Skip to and sign ADDENDUM ACCEPTANCE on the back of this form.

- 3) **LEAD-BASED PAINT:** If the house was built before 1978, Clackamas County Community Development must perform a visual assessment for deteriorated paint in accordance with 24 CFR 92.355. All deficiencies noted in the visual assessment must be corrected.

Work is exempt from lead safe work practices and clearance when paint stabilization does not disturb painted surfaces over the **De Minimis Thresholds** which are defined as:

- 20 square feet on exterior surfaces; or
- 2 square feet in any one interior room or space; or
- 10 percent of the total surface area on an interior or exterior type of component with a small surface area (such as windowsills, baseboards, or trim).

These LBP forms must be submitted prior to loan closing:

- a) Lead Based Paint Disclosure Form documenting that the buyer received proper lead paint disclosure and EPA pamphlet.
- b) If paint stabilization is required over the de minimis thresholds, Seller must submit a Seller Certification Form certifying that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization.
- c) If paint stabilization is required over the de minimis thresholds, house must pass a Clearance test performed by an Oregon licensed risk assessor after paint stabilization. Seller must submit copies of the Clearance Report and Lead Hazard Reduction Notice to Buyer and Clackamas County Community Development documenting that the house passed clearance.

Because home was built before January 1, 1978, Buyer and Seller acknowledge and agree that:

Buyer has these options:

1. Buyer may obtain, at Buyer's own expense, a Lead Hazard Evaluation of the property. The evaluation must be prepared by an Oregon licensed risk assessor. The evaluation may be a risk assessment for lead-based paint hazards and/or a paint inspection for the presence of lead-based paint.
2. Buyer may waive the opportunity to conduct a Lead Hazard Evaluation by indicating so in writing.

☐ **YES. Buyer elects to obtain a lead hazard evaluation.**

☐ **NO. Buyer waives the opportunity to conduct a lead hazard evaluation.**

If yes, Buyer's option to conduct a lead hazard evaluation will terminate at the date and time below unless Buyer (or Buyer's agent) delivers to Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed together with a copy of the paint inspection and/or risk assessment report.

Date: _____ [insert date 10 days after contract ratification or a mutually agreed upon date]

Time: _____ [insert time of day]

If the lead hazard evaluation indicates that lead-based paint and/or lead-based paint hazards are found, Buyer has the right to cancel the contract.

Seller has these options:

1. Seller may, at Seller's option, elect in writing whether to correct the condition(s) prior to closing within _____ days after Buyer delivers the addendum noting deficiencies and corrections.
2. If Seller elects to correct the condition(s), Seller shall furnish Buyer with the following:
 - a. Seller's certification that all deteriorated paint identified in the visual assessment and risk assessment or paint inspection report was stabilized and that lead safe work practices were followed in compliance with federal, state and local regulations.
 - b. Clearance report from an Oregon licensed risk assessor certifying that the condition(s) have been remedied and clearance achieved.
 - c. Lead Hazard Reduction Notice from an Oregon licensed risk assessor documenting that the buyer received required lead hazard reduction notification.
3. If Seller does not elect to correct the condition(s), or if Seller makes a counter-offer, Buyer shall have _____ days to respond to the counter-offer.

ADDENDUM ACCEPTANCE

Buyer and Seller agree that if the conditions of this Addendum are not met, either party may terminate the Sales Agreement by notifying the other party by certified mail (return-receipt requested).

Buyer Signature Date

Seller signature Date

Buyer Name (printed)

Seller Name (printed)

Buyer Signature Date

Seller signature Date

Buyer Name (printed)

Seller Name (printed)