

**LEAD PAINT NOTIFICATION AND WAIVER**

Reference is hereby made to a Memorandum of Sale of Real Property dated June \_\_\_\_\_, 2010 by and between the undersigned and the City of Springfield covering the premises located at \_\_\_\_\_, Springfield, Massachusetts.

The undersigned hereby acknowledge and agree that I/We are purchasing said premises in an "as is" condition and that I/We have not had an opportunity to inspect the premises for the presence of lead paint. I/We acknowledge receipt of a lead paint notification package from the City of Springfield.

The undersigned hereby agree that I/We will assume any and all responsibilities and liability for any repairs and do any work required to be done with respect to any order issued by the authorities under the Lead Poisoning Prevent and Control Program pursuant to Massachusetts General Laws Chapter 111, Sections 190-199 inclusive, as amended, and/or the regulations promulgated in connection therewith.

Further, I/We agree to indemnify and hold harmless the City of Springfield, its Tax Title Custodian, its employees, representatives, and/or agents with respect to any order for such repairs, any violations of said order, and generally with respect to any liability incurred as a result of a child under the age of six coming in contact with lead paint.

Signed this day as a sealed instrument

\_\_\_\_\_  
(Purchaser)

Dated: June \_\_\_\_\_, 2010

Witness:

\_\_\_\_\_

**PROPERTY TRANSFER NOTIFICATION CERTIFICATION**

Property transfer notification certification to be signed by the prospective purchaser prior to signing a purchase and sale agreement or lessee-prospective purchaser prior to signing a lease with an option to purchase **for residential property constructed prior to 1978.**

  X   The Massachusetts Department of Public Health’s notification was provided to prospective purchaser or lessee-prospective purchaser. The prospective purchaser or lessee-prospective purchaser has read the notification or has had it read to him/her.

  X   The Tax Title Custodian has provided the prospective purchaser or lessee-prospective purchaser with verbal information on the **possible presence of dangerous levels of lead in paint, plaster, or other structural materials.**

  X   The prospective purchaser or lessee-prospective purchaser was verbally informed about **their obligations to bring a property into compliance if a child under six years of age resides or will reside in the property.**

  X   The prospective purchaser or lessee-prospective purchaser has been informed about the availability of inspections for dangerous levels of lead and that he or she has a ten-day period in which to have a lead inspection performed, either through a contingency clause in the purchase and sale agreement, or otherwise.

  X   The prospective purchaser or lessee-prospective purchaser has been provided with all information or documentation on the lead hazards known to the Tax Title Custodian including but not limited to copies of an inspection report or Letter of Compliance.

I, \_\_\_\_\_, have been so informed and notified.

Prospective Purchaser’s or Lessee-Prospective Purchaser’s Signature

\_\_\_\_\_

\_\_\_\_\_, Springfield, Massachusetts  
Address of Residential Property

\_\_\_\_\_  
Stephen J. Lonergan  
City of Springfield Tax Title Custodian

\_\_\_\_\_  
Date