MA LEAD PAINT INDEMNIFICATION AGREEMENT

Loan #:

Date: MIN:

Lender:

Borrower(s):

Property Address:

The undersigned hereby acknowledge that they have been apprised of the existence of Mass. Gen. Laws Ann. ch. 111, §§190-199 and Rules and Regulations of the Department of Public Health Lead Poison Program which impose legal duties and liabilities on certain owners of residential real property, for a mortgage loan at:

In further consideration of granting the above referenced mortgage loan, the undersigned agree to take whatever steps may be necessary to comply with the aforementioned statute and rules and regulations and further agree that if the subject property should contain lead-based substances which results in the undersigned incurring any expense on their part that they will indemnify and hold harmless , its successors and assigns, and make no claim against said , and further that if the undersigned, any member of its family, other occupant of the premises or guest is adversely affected by the presence of any lead-based substance that the undersigned will indemnify and hold harmless said its successors and assigns from and against all liability, loss, damage or injury and all reasonable costs and expenses, including reasonable attorney's fees arising from said adverse effects.

Executed under seal this day of ,

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- BORROWER - - DATE -

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- BORROWER - - DATE -

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Witness