



Residential Lease Package

Nathan Smith

LANDLORD

Example Tenant

TENANT

July 1, 2021

LEASE START DATE



RESIDENTIAL LEASE PACKAGE

Table of Contents

Lease Documents

Residential Lease Agreement pages 3 - 8

Addenda

Early Lease Termination Addendum page 9

Pet Addendum page 10

Satellite Dish/Antenna Installation Policy and Permission page 11

Smoke-Free Property Addendum page 12

Disclosures

Lead-Based Paint Disclosure & Certification page 13

Lead Paint Pamphlet (EPA) for Units Built Before 1978 pages 14 - 32

RESIDENTIAL LEASE AGREEMENT

This agreement, dated June 26, 2021, is between Nathan Smith and Example Tenant.

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:

Nathan Smith (Agent)

who may sign as an authorized representative on behalf of the owner of the Leased Premises and will be referred to in this Lease Agreement as "Landlord."

2. TENANT:

The Tenant(s) is/are:

Example Tenant

and will be referred to in this Lease Agreement as "Tenant."

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property located at 321 Example Dr, Pella, IA, 50219, which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on July 1, 2021 and will end on June 30, 2022.

5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: Example Tenant
- B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- C. The Tenant will use the Leased Premises only as a residence.

6. RENT:

- A. The amount of the Rent is \$845.00 to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
- D. Rent may be paid by using the following electronic payment method(s): EFT (Electronic Funds Transfer). Electronic payments such as those made via a credit/debit card, EFT or online payment processors such as PayPal refers to the network of banking institutions that have agreed to process transactions (usually instantly and automatically) electronically with no paper tender such as checks, money orders and/or cash or any other form of paper tender that is hand processed through a bank, financial institution clearinghouse or the Federal Reserve system.
- E. If an electronic payment is not paid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Late Payment" under the terms and conditions contained in this Residential Lease Agreement.
- F. If an electronic payment fails to clear or is returned unpaid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Returned Payment" under the terms and conditions contained in this Residential Lease Agreement.

7. FUNDS COLLECTED ON OR BEFORE LEASE SIGNING:

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

Security Deposit \$845.00 (R)

TOTAL DUE \$845.00

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

8. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before 4 days after the rent due date, Tenant must pay a late fee of \$30.00 in addition to the rent.
- B. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.
- C. A \$30.00 late fee will be charged after the 5th of the month if the full amount of rent is not received. Rent is considered "received" on the day it is deposited in the landlord's account via EFT.

9. RETURNED PAYMENTS:

- A. A returned payment fee of \$30 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If there are 2 or more instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by Certified Check or Money Order.
- C. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

10. SECURITY DEPOSIT:

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \$845.00.
- B. Tenant agrees that this security deposit is intended to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- C. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance with state and local laws and regulations.
- D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
- F. Provided the Tenant(s) fulfill all of the obligations of the Lease Agreement, the Landlord will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 30 days.

11. ENDING THE LEASE:

- A. At the end of this Lease Agreement, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

12. UTILITIES & SERVICES:

- A. Tenant is responsible for the following utilities and services: Electricity, Water, and Gas and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

13. APPLIANCES:

- A. Landlord will supply and maintain: Refrigerator and Oven.
 - I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
 - II. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.

- B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

14. MAINTENANCE AND REPAIRS:

The Tenant is responsible for all repairs needed in or about the Leased Premises up to and including \$50.

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Tenant must abide by all local recycling regulations.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- G. The Tenant shall provide his or her own pest control services.

15. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

16. PETS:

- A. The following pets are allowed: One cat currently at \$30 a month. If more animals are desired, please contact management so we can update our records and add a fee.

17. SPECIAL TERMS AND CONDITIONS:

The Landlord and Tenant agree to the following extra services, charges and/or special terms:

Picture hanging is allowed. Please just keep holes to a reasonable size and number and patch them before you vacate. Do not add to the landscaping in any permanent ways. Flower pots on the rocks or hanging plants on the porch are allowed though.

18. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. Absolutely no smoking or vaping of any kind is permitted in the leased premises.
- C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- E. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- F. The Tenant shall abide by all Federal, State, and Local laws.
- G. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- H. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- I. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- J. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- K. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
- L. Under no circumstance may a stove, oven or range be used as a source for heat.

- M. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- N. All windows and doors must remain closed during inclement weather.
- O. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
- P. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
- Q. Landlord does not permit loud gatherings. A disturbance caused by Tenant or Tenant's occupants or invitees that results in any police action or complaints from neighbors is considered sufficient cause for termination of this Lease and action for eviction as permitted by law.
- R. Tenant is not allowed to list the house on any short term rental sites for any reason.

19. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

- | | |
|--|--|
| A. Early Lease Termination Addendum | D. Pet Addendum |
| B. Satellite Dish/Antenna Installation Policy and Permission | E. Smoke-Free Property Addendum |
| C. Lead-Based Paint Disclosure & Certification | F. Lead Paint Pamphlet (EPA) for Units Built Before 1978 |

20. INSURANCE:

Although not required, Tenant is encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits.

21. SECURITY NOT PROMISED:

The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

22. RIGHT OF ENTRY:

- A. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.
- B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
 - I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
 - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

23. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Landlord may be sent to the following:
 - I. PO Box 171, Pella, IA, 50219
 - II. Email: management.midnorthproperties@gmail.com
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
 - I. Regular mail
 - II. Personal delivery
 - III. Certified or registered mail, return receipt requested
 - IV. Email

24. ABANDONMENT:

If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

25. LANDLORD'S REMEDIES:

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

A. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees and costs.

26. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

27. CONDEMNATION:

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

28. ASSIGNMENT OR SUBLEASE:

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

29. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

30. MISREPRESENTATION:

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

31. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

32. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

33. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Iowa.

34. PARAGRAPH HEADINGS:

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

35. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Iowa as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____

EARLY TERMINATION OF TENANCY ADDENDUM

This LEASE ADDENDUM is incorporated into and made part of the lease executed by and between Mid North Properties LLC and Tenant (Tenant(s)) for the Leased Premises located at Pella, IA
If Tenant(s) choose to move out before the end of the Lease term, or renewal thereof, Tenant(s) understand that the Landlord will incur costs, which include, but are not limited to, the time and expense in finding and renting to a new Tenant. These costs may include employee costs, advertising, marketing and other expenses. Naturally, the exact amounts of these costs vary and are difficult to determine.

Tenant(s) agree that he/she prefers to have a fixed, known amount that the Tenant agrees to pay if the Tenant moves out early, rather than taking a chance that the actual costs could be more or less than this agreed-to amount. Therefore, Tenant(s) agrees to pay to the Landlord an early move-out charge in the amount of the full lease rent or three (3) months of rent whichever is less, to cover the Landlord's expenses in having to re-rent the Leased Premises in lieu of paying the Landlord's actual damages. To implement this option, Tenant must submit an advance written notice to the Landlord of at least 30 days before termination.

Tenant(s) have also evaluated and understand and agree that this charge is a very reasonable estimate of the Landlord's re-renting costs. Tenant(s) also agree to pay this charge whether or not the Landlord is successful in re-renting the Leased Premises. Additionally, the Tenant(s) understand that this charge is not a penalty or fee that relieves the Tenant(s) of his/her obligations under the Lease. Tenant(s) is/are still responsible for all obligations under the Lease, including paying for all rent due, damages and other charges.

Tenant has read, understands and agrees to this Addendum. In the event of a default, the Landlord may initiate legal proceedings in accordance with Iowa and local regulations to evict or have the Tenant removed from the Leased Premises; as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

This penalty is waived if you purchase a home with one of our realtors.

Landlord's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

PET ADDENDUM

Landlord: Mid North Properties
Tenant:
Lease Premises: Pella IA 50219

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the leased premises.

Type of Pet: _____cat

All dogs and cats must wear a collar that is worn at all times. The Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian. It must include the animal's name, description, age, date and type of vaccination.

Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. The Tenant cannot maintain exotic animals or livestock in the rental home, grounds or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Landlord's withdrawal of permission, after which the Tenant will have to remove the pet(s) from the premises immediately. Pet owners must ensure the proper disposal of a deceased animal according to Iowa and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts.

The Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. Security and/or pet deposits are only refunded after the property has been vacated and examined by the management.

Service Animals are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Iowa local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord's Signature: _____ Date: _____

ADDENDUM: SATELLITE DISH / ANTENNA INSTALLATION PERMISSION

Landlord: Mid North Properties
Tenant: Tenant

Leased Premises: Pella IA

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The installation and wiring of a Satellite Dish or Antenna is not allowed on any common spaces.

The Landlord reserves the right to request the removal of any Satellite Dish or Antenna on any common spaces and will assume no liability for any damages that may occur to the equipment.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Iowa and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

----- Landlord Approval -----
Installation of a satellite dish is not allowed on any common spaces.

Landlord's Signature: _____ Date: _____

SMOKE-FREE PROPERTY ADDENDUM

Landlord: Nathan Smith
Tenant: Example Tenant
Leased Premises: 321 Example Dr, Pella, IA 50219

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between Nathan Smith (Landlord) and the Example Tenant (Tenant) for the Leased Premises located at 321 Example Dr, Pella, IA 50219.

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe, vape device, or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests, and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant agrees to pay a fee of \$450 as a reasonable estimate of damages incurred by the Landlord.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's (Landlord's) Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards *(initial (i) or (ii) below)*:

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor *(initial (i) or (ii) below)*:

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below)

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's (Tenant's) Acknowledgment *(initial)*:

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment *(initial)*:

e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee's (Tenant's) Signature: _____ Date: _____

Lessee's (Tenant's) Signature: _____ Date: _____

Lessee's (Tenant's) Signature: _____ Date: _____

Lessee's (Tenant's) Signature: _____ Date: _____

Lessee's (Tenant's) Signature: _____ Date: _____

Lessee's (Tenant's) Signature: _____ Date: _____

Lessor's (Landlord's) Signature: _____ Date: _____

Agent's Signature: _____ Date: _____



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

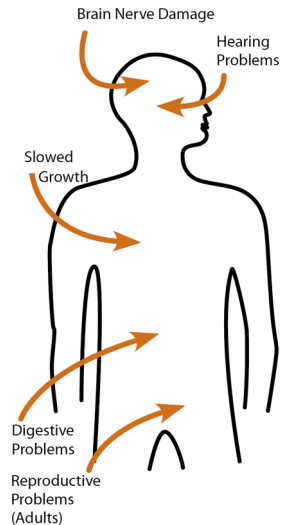
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).