

# Residential Lease Package

Ralph Furley

**LANDLORD** 

Jack Tripper

**TENANT** 

May 1, 2013

LEASE START DATE

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# RESIDENTIAL LEASE AGREEMENT

This agreement, dated April 22, 2013, is between Ralph Furley and Jack Tripper:

# 1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:
Ralph Furley (Owner)
and will be referred to in this Lease Agreement as "Landlord."

### 2. TENANT:

The Tenant(s) is/are:
Jack Tripper
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 123 Melrose Place, Apt. 68, Beverly Hills, IL, 90210, which will be referred to in this Lease as the "Leased Premises."

### 4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on May 1, 2013 and will end on April 30, 2014.

# 5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: Jack Tripper
- 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 DUE:

- A. The amount of the Rent is \$2,000.00 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. Rental payments are made payable to: Ralph Furley
- D. Rental payments paid by Certified Check, Personal Check, and/or Money Order shall be delivered to the Landlord at: Ralph Furley, PO Box 696, Beverly Hills, CA 90210
- E. Rent may be paid via PayPal / Online Transfer which is an automated electronic payment. Automated Electronic Payments include "Automated Clearing House" (ACH), "Electronic Funds Transfer" (EFT) Credit or Debit Card (Card) transactions and/or PayPal payments. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from a Tenant's bank account to the Landlord's bank account. Virtually all bank accounts and credit unions participate. Card refers to credit and debit cards bearing the VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS logos. PayPal is an Internet based transaction service. Collectively "automated electronic payments" are paperless transactions that occur instantly and automatically without a check, money order or other form of paper tender being hand processed through a local bank, financial institution clearinghouse or the Federal Reserve system.
- F. Should an automated electronic payment fail to clear and/or is not paid by the financial institution, it will be treated as a "Returned payment" under this Residential Lease Agreement.

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### 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:

First month's Rent \$2,000.00

Security Deposit \$2,000.00 (R) **TOTAL DUE** \$4,000.00

Funds marked with (R) are refundable upon move-out, while funds marked with (NR) are non-refundable fees.

# 8. LATE FEE:

A.	If the rent or any	other charges are not receive	ed by the Landlord on	or before 5 days afte	r the rent due date,	Tenant must
	pay a late fee of	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.

### 9. RETURNED PAYMENTS:

- A. A returned payment fee of \$25 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. 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 \$2,000.00.
- 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. The Leased Premises must be left in good, clean condition with all trash, debris, and Tenant's personal property removed. The Leased Premises shall be left with all appliances and equipment in working order.
- F. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

# 11. UTILITIES & SERVICES:

- A. Tenant is responsible for the following utilities and services: Electricity 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.
- B. Landlord will be responsible for the following utilities and services: Water
  - Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control.
  - II. Tenant shall notify the Landlord of any malfunction of a utility.
  - III. Tenant may not be negligent in his/her use of any included utility or service. If by tenants negligence, the utility bill or service fee dramatically increases, tenant will be billed for any overages which will then be due and payable by tenant as additional rent.

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### 12. APPLIANCES:

- A. Landlord will supply and maintain: Washing Machine, Dryer, Refrigerator, and Stove.
  - 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.

# 13. MAINTENANCE AND REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- 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 maintain the lawn and landscaping by cutting grass, removing weeds and pruning trees.
- H. The Tenant shall provide his or her own pest control services.

# 14. 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.

### 15. PETS:

Pets are not allowed.

# 16. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- C. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- D. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- E. The Tenant shall abide by all Federal, State, and Local laws.
- F. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- G. 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.

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- H. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- I. 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.
- J. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- K. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- 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. The Tenant shall use ventilating fans at all times when bathing and cooking.
- O. All windows and doors must remain closed during inclement weather.
- P. The Tenant shall notify Landlord of any pest control problems.
- Q. The Tenant must notify Landlord of any changes in employment.
- R. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- S. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlords written permission.

# 17. ADDENDUMS:

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

A. Move-In/Move-Out Walk-Through Checklist

C. Zero Tolerance for Criminal Activity

B. Lead Paint Pamphlet (EPA) for Units Built Before 1978

D. Lead-Based Paint Disclosure & Certification

# 18. INSURANCE:

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant is strongly encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the State. This policy must become effective on or before the beginning date of this Lease Agreement.

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# 19. 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.

### 20. 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.
  - 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.

# 21. ENDING OR RENEWING THE LEASE AGREEMENT:

- A. THIS LEASE IS AUTOMATICALLY RENEWED.
- B. AT THE END OF THE LEASE TERM, IF THE LANDLORD OR THE TENANT DOES NOT GIVE ANY WRITTEN NOTICE TO THE OTHER PARTY TO END THIS LEASE, IT WILL AUTOMATICALLY CONTINUE ON A MONTH TO MONTH BASIS. TO TERMINATE THIS LEASE AT THE END OF THE LEASE TERM OR ANY RENEWAL THEREOF, THE LANDLORD OR THE TENANT MUST GIVE TO THE OTHER PARTY AT LEAST 60 DAYS PRIOR WRITTEN NOTICE BEFORE THE LAST DAY OF THE LEASE TERM OR ANY RENEWAL THEREOF.

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### 22. 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 696, Beverly Hills, CA, 90210
  - II. Email: rfurley@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. E-mail

### 23. ABANDONMENT:

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

# 24. 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.

# **25. 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.

# **26. 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.

# **27. ASSIGNMENT OR SUBLEASE:**

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

# 28. 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.

# 29. 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.

### 30. 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.

# 31. 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.

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### **32. GOVERNING LAW:**

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

### 33. ADDITIONAL CLAUSES:

- A. Megan's Law Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
- B. Waiver of Notice: The Tenant waives the right to receive a Notice of Default from the Landlord unless such notice is required by state or local regulations.
  - I. You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.
- C. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.

# **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 Addendums, 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 California 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.

THIS LEASE AGREEMENT WILL AUTOMATICALLY RENEW AND CONTINUE MONTH TO MONTH AT THE EXPIRATION OF THE INITIAL LEASE TERM UNLESS PROPER MOVE-OUT OR VACATE NOTICE IS GIVEN IN ACCORDANCE WITH THE SECTION OF THIS LEASE AGREEMENT TITLED "ENDING OR RENEWING THE LEASE AGREEMENT" OR THE LANDLORD AND TENANT AGREE TO OTHER TERMS IN WRITING.

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 addendums and that he/she has received the following:

- 1. Copies of all Addendums, 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:	

**Tenants:** Jack Tripper **Leased Premises:** 123 Melrose Place, Apt. 68

Beverly Hills, IL 90210

Room/Item	Move-In Condition DATE:	Move-Out Condition DATE:	Other Notes
LIVING ROOM/AREA			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
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CEILING			
LIGHTS & SWITCHES			
KITCHEN			
STOVE/RANGE			
REFRIGERATOR			
SINK-CABINETS-COUNTERS			
WINDOWS & SCREENS			
DISHWASHER			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
OTHER			

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BATHROOM			
DOOR			
WINDOWS & SCREENS			
FLOOR			
WALLS			
CEILING			
SINK			
TUB AND/OR SHOWER			
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FRONT YARD			
REAR YARD			
GARAGE/SHED			
OTHER			
Landlord/Manager: Ralph Furle Phone: X	•		Date
SIGNATURE OF TENANT(S):			
Tenant accepts the entire Leased Prunderstands that he/she is responsible and/or guests during the occupancy.	ole for any damage to the Le		
Print Name:	X		Date
Print Name:	X		Date
Print Name:	X		Date
Print Name:	X		Date

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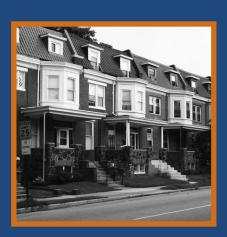
# ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Landlord: Ralph Furley Tenant: Jack Tripper Leased Premises: 123 Melrose Place, Apt. 68, Beverly Hills, IL 90210 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 Landlord has zero tolerance for criminal activity in or around the Leased Premises. This policy applies to the Tenant, residents, guests, and/or family members. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease. The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord. The Tenant understands that domestic disturbances not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease. In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, and domestic disturbances. The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable local laws and regulations. Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Date: Tenant's Signature: Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# 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 leadbased 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.
- 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 stateapproved 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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- 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.

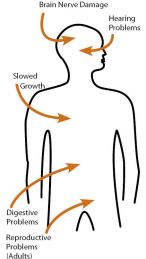
# **Health Effects of Lead**

**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.<sup>1</sup>

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.<sup>2</sup>

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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;sup>2</sup> "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 (µg/ft²) and higher for floors, including carpeted floors
- 250 μg/ft<sup>2</sup> 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.<sup>3</sup>

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<sup>&</sup>lt;sup>3</sup> 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 stateapproved 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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. 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 leadcontaminated 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 statecertified 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 (µg/ft²) for floors, including carpeted floors
- 250 μg/ft<sup>2</sup> for interior windows sills
- 400 μg/ft<sup>2</sup> 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 leadcontaminated 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 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.<sup>4</sup>
- 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.

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<sup>&</sup>lt;sup>4</sup> 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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U. S. HUD Washington DC 20410

# **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).

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

# **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	Disclosure					
(a) Prese	ence of lead-based paint and/or lead	-based paint hazards (chec	k (i) or (ii) below <b>)</b> :			
(i)	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					
(ii)	Lessor has no knowledge of lea housing.	<mark>d-based paint an</mark> d/or lead-	based paint hazards in the			
(b) Reco	rds and reports available to the less	or (check (i) or (ii) below):				
(i)	Lessor has provided the lessee was lead-based paint and/or lead-based below).					
(ii)	Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					
_essee's	Acknowledgment (initial)					
c)	Lessee has received copies of al	l information listed above.				
d)	Lessee has received the pamph	let Protect Your Family from L	ead in Your Home.			
Agent's A	Acknowledgment (initial)					
e)	Agent has informed the lessor of his/her responsibility		nder 42 U.S.C. 4852(d) and			
Certifica	tion of Accuracy					
	wing parties have reviewed the informat nation they have provided is true and a		best of their knowledge, that			
Lessor	Date	Lessor	Date			
Lessee	Date	Lessee	Date			
Agent	Date	Agent	Date			

# WELCOME TO YOUR NEW HOME

We are pleased that you have chosen our property as your new home. Please take the time to review the following Welcome Package. The following pages contain handy hints and helpful information including addresses and phone numbers for your utility companies. Please take the time to review the following frequently asked questions.

# How do I handle repairs that may be needed?

First, you must notify us of any repairs, no matter how minor they may seem. The responsibility of the repair will be determined by the terms of your Lease. In the event that the Landlord is responsible for the needed repair, please be aware that all repairs will be prioritized and emergencies will be handled first. Make sure that all repairs are reported in a timely manner. Remember that an ignored repair may become a large project, therefore subjecting you to a large expense. Any repair which goes unreported, thereby causing further damage to the Leased Premises or that of a neighboring tenant, may be construed as a nuisance and will be handled as such. This type of neglect will incur further charges to your account and may change the liability of the repair and subsequent repairs. We must have access to the Leased Premises to perform any repairs or maintenance.

# What if my rent is late?

Your rent is due and expected on the rent due date specified in your Lease agreement. Payment not received on time may be subject to late fees or other charges. It is important that rent payments are paid promptly. Remember that chronic late payments may result in legal measures that may lead to your eviction.

# What do I do if I lose my key?

It is important that you take care of your entrance keys. Occasionally, you may find yourself locked out of your home or in need of a replacement key, if this occurs, there will be a \$\_\_\_\_\_ charge.

# Why do I need renter's insurance?

Under most circumstances the Landlord is not responsible for your personal property. It is important to have renter's insurance to cover your belongings in the event of an unforeseen disaster. This type of insurance is inexpensive insurance and well worth it.

# What if I am having a problem or concern with a neighbor?

It is important to try to get along with your neighbors. If you have a problem or concern with a neighbor, it is usually best to try to resolve the problem amongst yourselves. Refrain from using foul language or engaging in verbal arguments. Of course, if you are unable to resolve the problem, feel free to contact me or the local authorities.

# Can I make changes or improvements to the Leased Premises, such as painting or landscaping?

We often welcome your improvements to your residence and yard. We ask kindly that you check with us first before making any changes. Changes or improvements to your home must be documented and most will receive verbal approval. However, some changes or alterations to the property will require written consent.

It is important to read the Lease thoroughly and ask questions about anything that you may not understand. Below are some additional important guidelines to follow.

- It is important to keep the leased premises in a clean, sanitary and safe condition.
- Please make sure that trash is disposed of correctly as to avoid any pest control problem.
- Make sure to check the batteries in the smoke detectors, periodically, to ensure the safety of your family.
- Candles are not recommended therefore, please be careful not to leave a lit candle unattended.
- Do not give or loan your entrance key or code to anyone not listed on the Lease.
- Be considerate of your neighbors.

We want you to be happy in your home and welcome any suggestions. Please feel free to contact us with any questions or concerns regarding your home.

We really appreciate having you as one of our tenants and hope that you will enjoy your new home.

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