

# Nevins Real Estate Management, LLC

214 South Allen Street • State College, PA 16801  
(814) 238-3153



## 1. Residential Lease Agreement

### 1.1 PREMISES

**Park Lane Apartments**

**229 South Sparks St. Apt # \_\_\_\_\_**

**State College, PA 16801**

### 1.2 OCCUPANT(S)

**Resident 1:** \_\_\_\_\_

**Resident 2:** \_\_\_\_\_

Maximum Number of **Tenant(s)**: 2

### 1.3 CONTRACTUAL AGREEMENT

#### **Tenant(s) Obligations**

The **Tenant(s)** agree to the **Financial Terms** (*Section 1.5*), stipulation outlined in this *Residential Lease Agreement*, stipulations outlined in the *Rules & Regulations*, stipulations outlined in the *End of Lease Procedures*, addenda, and riders associated with this contract.

#### **Landlord Obligations**

The **Landlord** agrees to provide and maintain a habitable dwelling in compliance with all applicable federal, state, and local laws and regulations.

### 1.4 JOINT AND SEVERAL LEASE

This *Residential Lease Agreement* is a **joint and several lease** and constitutes a legally binding contract between the **Occupant(s)**, as identified in *Section 1.2* (hereafter referred to as the "**Tenant(s)**"), and **Nevins Real Estate Management** (hereafter referred to as the "**Landlord**").

### 1.5 FINANCIAL TERMS

1. **Security Deposit:** \_\_\_\_\_

2. **Monthly Installments:** \_\_\_\_\_

- *Monthly Installments are due on the 1st of every month, starting in August and ending in July.*

3. **Total Base Rent Due:** \_\_\_\_\_ (*Entire Lease Term*)

### 1.6 DURATION

1. **Start Date:** 12:00 Noon - \_\_\_\_\_

2. **Expiration Date:** 11:59 PM – **July 31, 2027**

## 1.7 LEASE TYPE

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1. **New Move-In:**      **Yes**      **No**

- **Premises** (Section 1.1) will be cleaned and prepped by the **Landlord**.

2. **Renewal:**      **Yes**      **No**

- **Tenant(s)** accept the **Premises** (Section 1.1) "**As-Is**" as of the **Start Date** (Section 1.6.1). For renewals, the new term begins immediately after the prior lease ends, and the **Premises** (Section 1.1) are accepted on the condition left by the previous occupant. The **Landlord** is not obligated to perform aesthetic services, including cleaning of carpet, before the **Start Date** (Section 1.6.1).
- **Tenant(s)** must report any concerns to the **Landlord** within 24 hours of taking possession. Issues not reported within this period will be considered the responsibility of the **Tenant(s)** taking possession on the **Start Date** (Section 1.6.1).

## 1.8 SERVICES/UTILITIES

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**Landlord/Tenant(s)** responsibilities for utilities/services to the **Premises** (Section 1.1) are as follows:

1. **Cable:** **Tenant(s)**
2. **Internet:** **Landlord** – (*Tenant(s) must supply router for wireless service*)
3. **Gas:** **Landlord**
4. **Heat:** **Landlord**
5. **Electric:** **Tenant(s)**
6. **Water/Sewer Service:** **Landlord**
7. **Refuse Collection:** **Landlord**
8. **On-Site Parking Option:** **Yes** – (*Sold Separately at a fee*)

- Note: Parking is sold on a first-come, first-served basis and does not guarantee a spot.

**Disclaimer 1:** The **Landlord** requires the **Tenant(s)** to contact the appropriate utility provider(s) and establish service in the **Tenant(s)**' name when such utilities are the responsibility of the **Tenant(s)**. If service remains in the **Landlord's** name, the **Landlord** will pay the utility invoice(s) and subsequently bill the amount to the **Tenant(s)**' account. In addition to the invoiced utility amount, a **penalty fee of \$50.00 per bill** will be charged to the **Tenant(s)**' account for failure to transfer the utility account(s) into the **Tenant(s)**' name.

**Disclaimer 2:** If a utility provider discontinues service to the **Premises** (Section 1.1) due to nonpayment by the **Tenant(s)**, the **Landlord** reserves the right to transfer the utilities into the **Landlord's** name to maintain the integrity of the **Premises** (Section 1.1). In such cases, the **Landlord** will charge the **Tenant(s)**' account for the full utility invoice amount, plus an **administrative fee of \$50.00 per bill** for failure to maintain the utility account(s) in the **Tenant(s)**' name.

**Disclaimer 3:** The **Tenant(s)** is responsible for removing all utility services from their name as of the **Expiration Date** (Section 1.6-2) of this *Residential Lease Agreement* unless the **Tenant(s)** have executed a renewal and will continue occupancy of the **Premises** (Section 1.1) for an additional lease term.

## 1.9 FURNISHING WITHIN PREMISES (SECTION 1.1)

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1. **Partially Furnished:** **Yes**

- **Landlord** will furnish the following:
  - Fridge
  - Range

## 1.10 BINDING EFFECT

This *Residential Lease Agreement* applies not just to the **Landlord** and **Tenant(s)** who sign it, but also to anyone who takes their place in the future. That means:

1. If the **Landlord** sells the property, the new owner must honor this lease.
2. If the **Tenant(s)** pass away, their heirs or estate may still have responsibilities under the lease.
3. If the **Tenant(s)** legally transfer (assign) the *Residential Lease Agreement* to someone else (with the **Landlord's** approval), that new person has the same responsibilities as the original **Tenant(s)**.

## 1.11 USE AND OCCUPANCY OF LEASED PREMISES

The **Tenant(s)** agree to occupy the **Premises** (*Section 1.1*) with the understanding of the following restrictions:

1. **Premises** (*Section 1.1*) can only be used for residential purposes by the **Tenant(s)** due to zoning restrictions and borough ordinances.
2. **Tenant(s)** shall occupy **Premises** (*Section 1.1*) in conformance with all Federal, State, and Local laws, Regulations, and Ordinances now in force or that may become enacted during the **Duration** (*Section 1.6*) of the *Residential Lease Agreement*.

## 1.12 SECURITY DEPOSIT

1. The **Tenant(s)** is/are required to pay the **Landlord** a **Security Deposit** (*Section 1.5-1*) upon submitting the application. The **Landlord** shall hold the **Security Deposit** (*Section 1.5-1*) for the **Premises** (*Section 1.1*) until the **Expiration Date** (*Section 1.6-2*) of the *Residential Lease Agreement*.
2. The **Landlord** shall keep the **Security Deposit** (*Section 1.5-1*) in a separate account, apart from business funds, at TRUIST Bank (1705 North Atherton Street, State College, PA 16803), in accordance with real estate requirements.
3. The **Landlord** shall assume that all **Tenant(s)** have contributed equally to the **Security Deposit** (*Section 1.5-1*), regardless of the number of payments received. Accordingly, the **Landlord** reserves the right to return the **Security Deposit** (*Section 1.5-1*) in equal pro rata shares to the individual **Tenant(s)**.

## 1.13 REMITTANCE

The **Tenant(s)** agree to make timely payments to the **Landlord**. The terms and conditions of such payments are as follows:

1. The **Monthly Installments** (*Section 1.5-2*) are due on the 1st of each month.
2. The first **Monthly Installment** (*Section 1.5-2*) is due on August 1, and the final installment is due on July 1.
3. Any fees incurred by the **Tenant(s)**, including but not limited to Utility Fees, Damage Fees, and Non-Sufficient Funds Fees, shall be paid within five (5) days of invoicing by the **Landlord**.
4. Acceptable forms of payment to the **Landlord** include personal checks, money orders, and payments made through the **Tenant(s)** online portal.
  - a) **NOTE: Cash is not an acceptable form of payment to the Landlord.**
5. The **Landlord** will accept multiple payments within the same month, provided they are made in an acceptable form of payment.
6. Personal checks and money orders from the **Tenant(s)**, when sent by first-class mail or pre-paid postage, shall be processed upon arrival at the office of the **Landlord**. The date the physical payment arrives at the office shall be deemed the date of receipt by the **Landlord**.
7. Personal checks and money orders submitted by the **Tenant(s)** shall be made payable to **Nevins Real Estate Management**.
8. Physical checks from the **Tenant(s)** shall be remitted to the **Landlord** at 214 South Allen Street, State College, PA 16801.

**Disclaimer 1** – When more than one **Tenant** occupies a single unit, the **Landlord** will automatically create separate accounts. A fee of two dollars (\$2.00) per account per month, or twenty-four dollars (\$24.00) per year, shall be charged to the **Tenant(s)** for the convenience of making individual payments.

**Disclaimer 2** – The **Landlord** shall waive the processing service charge of two dollars (\$2.00) per **Tenant** if the **Tenant(s)** elect to pay the monthly installments in a single lump sum payment (i.e., one check, one money order, or one online ACH payment) for the entire **Premises** (*Section 1.1*).

## 1.14 ALLOCATION OF PAYMENTS

Payments received by the **Landlord** shall be applied to the oldest outstanding balance on the account of the **Tenant(s)**. In the event that a **Tenant** has an outstanding balance (e.g., late fees, damage fees, utility fees, past-due rent, etc.), the oldest charge shall be satisfied before any payment is applied to future **Monthly Installments** (Section 1.5-2).

## 1.15 LATE PAYMENTS

1. If **Monthly Installments** (Section 1.5-2) are not received by the **Landlord** on or before **5:00 p.m. on the fifth (5th) day of the month** in which they are due, the **Tenant(s)** shall incur a late fee of **five dollars (\$5.00) per day** for each day the payment remains delinquent. This fee shall accrue retroactively from the first (1st) day of that month and shall compound daily until all delinquent payments are received.
2. A service charge of **thirty dollars (\$30.00)** shall be levied on all payments returned to the **Landlord** due to insufficient funds or for any other reason that prevents the transaction from being processed.

## 1.16 REMEDIES

If the **Tenant(s)** violate any of the terms and conditions of this *Residential Lease Agreement* and/or *Rules and Regulations*, the **Landlord** has the right to act against the **Tenant(s)**.

a) **Reasons for these actions include, but are not limited to:**

- a) If the **Tenant(s)** neglect to pay the **Monthly Installments** (Section 1.5-2).
- b) If the **Tenant(s)** fail to pay outstanding balances resulting from their actions.
- c) If the **Tenant(s)** violate any terms or conditions of the *Residential Lease Agreement* and/or **Rules & Regulations**.

b) When the **Landlord** pursues legal action against the **Tenant(s)**, the **Landlord** may exercise one or more of the following options:

- a) File a lawsuit through the courts to collect the entire unpaid balance of the **Total Base Rent Due** (Section 1.5-3), together with any applicable violation fees, court costs, and attorney's fees.
- b) File a lawsuit through the courts to collect the outstanding balance owed at the time of filing, together with any applicable violation fees, court costs, and attorney's fees.
- c) File a lawsuit through the courts to evict the **Tenant(s)** for a violation of the *Residential Lease Agreement* and/or *Rules & Regulations*. In such a case, the **Landlord** may also seek recovery of the entire unpaid balance of the **Total Base Rent Due** (Section 1.5-3), together with any applicable violation fees, court costs, and attorney's fees.

c) When the **Landlord** pursues legal action against the **Tenant(s)**, the **Landlord** may elect to file against one or more of the following:

- a) A single **Tenant**.
- b) A single **Tenant** and their cosigner.
- c) Multiple **Tenant(s)**.
- d) Multiple **Tenant(s)** and their cosigner(s).

d) If any balance remains owed after the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, the **Landlord** may refer the outstanding balance to a collection agency. The **Landlord** may elect to submit one or more of the following parties:

- a) A single **Tenant**.
- b) A single **Tenant** and their cosigner.
- c) Multiple **Tenant(s)**.
- d) Multiple **Tenant(s)** and their cosigner(s).

**Disclaimer 1** – The **Landlord** may file a lawsuit against the **Tenant(s)**, and their cosigner(s), if applicable, without providing prior notice.

**Disclaimer 2** – The **Landlord's** decision to take one action against the **Tenant(s)** and their cosigner(s), if applicable, shall not preclude the **Landlord** from taking additional actions against the **Tenant(s)** and/or their cosigner(s), as appropriate. The **Landlord's** failure to enforce any term or condition of the *Residential Lease Agreement* and/or *Rules & Regulations* shall not waive or prevent the **Landlord** from enforcing such terms and conditions at any later time.

**Disclaimer 3** - In the event of a breach of this *Residential Lease Agreement* by the **Tenant(s)**, the **Landlord** shall be entitled to reimbursement for all costs and expenses incurred as a result of such breach. These costs may include, but are not limited to, **reasonable attorney's fees, court costs, collection expenses, and any other related costs** necessary to enforce the terms of this agreement or recover damages.

## 1.17 INSURANCE

**Landlord Coverage** - The **Landlord** agrees to insure the structure of the **Premises** (Section 1.1) for fire and extended coverage. The **Landlord** shall not be liable for any injury, loss, or damage occurring within the **Premises** (Section 1.1) caused by fire, water, rain, snow, ice, or other sources that may leak, flow, or enter into or around the **Premises** (Section 1.1) or the building in which the **Premises** (Section 1.1) are located.

**Tenant(s) Coverage** - The **Tenant(s)** are solely responsible for protecting and insuring their personal property located in or about the **Premises** (Section 1.1).

## 1.18 DESTRUCTION OF LEASED PREMISES

The **Tenant(s)** will be held financially responsible for any damages and/or situations that are a direct result of negligent acts by the **Tenant(s)**, the **Tenant(s)' family**, and/or any **guest(s)** visiting the **Premises** (Section 1.1). This includes, but is not limited to:

1. **Physical Damages**
  1. Any damage to the **Premises** (Section 1.1) and/or the structure in which the **Premises** (Section 1.1) is located caused by negligent acts of the **Tenant(s)** and/or their guest(s). This does **not** include normal wear and tear resulting from the age of the (Section 1.1) or the structure in which it is located.
2. **Unsanitary Living Conditions**
  1. Any conditions created by the **Tenant(s)** and/or their guest(s) that promote an environment conducive to pests, rodents, or other infestations.
3. **Excessive Clutter**
  1. Any clutter or accumulation of belongings that restricts access to all areas of the unit, including but not limited to doors and windows, caused by negligent acts of the **Tenant(s)** and/or their guest(s).

**Disclaimer 1:** The **Landlord** will take immediate action to remedy any issues on or around the **Premises** (Section 1.1) that impact the safety or value of the structure.

**Disclaimer 2:** The **Tenant(s)** shall repay the **Landlord** for any expenses incurred as a direct result of the **Tenant(s)'** negligent acts. Payment must be made within **five (5) days** of the billing date. Failure to repay within this timeframe will result in the application of **late fees** for delinquent payments, as outlined in this *Residential Lease Agreement*.

## 1.19 CARE & MAINTENANCE OF PREMISES

The **Tenant(s)** shall use good judgment and exercise precautionary measures within the **Premises** (Section 1.1) and when occupying any part of the structure surrounding the **Premises** (Section 1.1). These actions include, but are not limited to:

1. **Appliances and Fixtures**
  - a) Operate all appliances and fixtures safely and as intended.
  - b) Fixtures are not to be altered/changed without prior consent from the **Landlord**.
  - c) The refrigerator must remain plugged in and turned on for the entire term of the *Residential Lease Agreement*. If the **Tenant(s)** unplug the fridge and cause damage, the **Landlord** will charge the **Tenant(s)** for repair/replacement.
  - d) **Tenant(s)** shall furnish and install electric light bulbs. In the case that the **Tenant(s)** is/are unable to install the light bulb(s), the **Landlord** will install the light bulb at no fee to the **Tenant(s)**.
2. **Cold Weather and Warm Weather Requirements**
  - a) Heating and air conditioning systems, if applicable, within the **Premises** (Section 1.1) will be used for their intended purposes.
  - b) **Tenant(s)** shall maintain a minimum temperature of **55 degrees F** in all heated rooms of the **Premises** (Section 1.1) during the cold weather months, from **October 1st to May 15th**, in compliance with Centre County Code Regulations.
  - c) Windows must remain closed during the cold weather months, from **October 1st to May 15th**, in compliance with Centre County Code Regulations.
  - d) All window fans and air conditioners will be removed from the Windows by the **Landlord** during the cold weather months, from **October 1st to May 15th**, in compliance with Centre County Code Regulations.
3. **Cleanliness and Hygiene**
  - a) The interior cleanliness standard requires that the unit be maintained in a state of good hygiene, which prevents

the attraction of bugs & rodents. If the cleaning standard is not being maintained within the **Premises** (Section 1.1), the **Landlord** will have the **Premises** (Section 1.1) professionally cleaned/exterminated at the expense of the **Tenant(s)**.

- b) Garbage, refuse, recycling, and other waste materials need to be disposed of in the appropriate recycling bins or dumpsters located around the **Premises** (Section 1.1). Garbage, refuse, recycling, and other waste matter are not to be stored in unauthorized areas of the structure in which the **Premises** (Section 1.1) is located.

#### 4. Safety and Hazard Prevention

- a) **Tenant(s)** shall not store any flammable, hazardous, or toxic substances in or about the **Premises** (Section 1.1) that expose **Tenant(s)**, **Landlord**, or others to a risk of injury, loss, or damage.
- b) **Tenant(s)** shall not engage in any activities in or about the **Premises** (Section 1.1) which expose **Tenant(s)**, **Landlord**, or others to a risk of injury, loss, or damage.

#### 5. Property, Common Area, and Interior Use

- a) Indoor furniture is not permitted to be stored outside. Indoor furniture exposed to the outside elements is a violation of the borough ordinance.
- b) The common areas, porches, balconies, and/or stairwells are not to be used as storage areas. Such items include, but are not limited to, indoor furniture, trash, and garbage cans.
- c) The **Landlord** must approve all items and/or advertisements placed on windowsills or over windows. **Landlord** will notify **Tenant(s)** of any violations. If **Tenant(s)** do not take action to rectify the breach, the **Landlord** will take action at a fee to the **Tenant(s)**.
- d) **Landlord** must approve exterior decorations outside the **Premises** (Section 1.1). **Landlord** will notify **Tenant(s)** of any violations. If **Tenant(s)** do not take action to rectify the breach, the **Landlord** will take action at a fee to the **Tenant(s)**.
- e) **Tenant(s)** shall not install shelving, picture hooks, wallpaper, paint, or alter in any way the features of the **Premises** (Section 1.1) without prior written consent of the **Landlord**.

#### 6. Prohibited Items

- a) No waterbed shall be permitted within the **Premises** (Section 1.1) without the prior written consent of the **Landlord**.
- b) Hot tubs and/or pools of any nature are prohibited anywhere on the grounds in which the **Premises** (Section 1.1) is located.
- c) Grills of any sort (Gas or charcoal) are not permitted around or in the **Premises** (Section 1.1). For safety and Insurance reasons, the **Landlord** will dispose of grills with no reimbursement to the **Tenant(s)**.

**Disclaimer 1** - The **Landlord** will invoice the **Tenant(s)** for any negligent actions resulting in damage or unsafe conditions within the **Premises** (Section 1.1), within the structure containing the **Premises** (Section 1.1), and in the common areas surrounding the **Premises** (Section 1.1). The fee charged by the **Landlord** will equal the fair market value of the services performed to correct the damage or unsafe condition, and the **Tenant(s)** account will be billed accordingly. Reimbursement must be made within **five (5) days** of the invoice date.

**Disclaimer 2** - Rates to remedy issues caused by the **Tenant(s)** and/or their guest(s) may exceed **\$50.00 per hour**, depending on the condition of the **Premises** (Section 1.1) and the actions required to correct the situation(s).

#### 1.20 LANDLORD'S RIGHT TO THE PROPERTY

1. The **Landlord** has the right to enter the **Premises** (Section 1.1) for justifiable reasons. Entry will generally occur during standard operating hours for routine work and inspections. Justifiable reasons for entry include, but are not limited to:
  - a) Performing routine inspections to ensure the integrity of the **Premises** (Section 1.1).
  - b) Performing maintenance or repairs within the **Premises** (Section 1.1).
  - c) Presenting the **Premises** (Section 1.1) to prospective **Tenant(s)**.
  - d) Presenting the **Premises** (Section 1.1) to prospective purchasers and/or bank inspectors.
  - e) Presenting the **Premises** (Section 1.1) to insurance providers requiring internal inspections.
  - f) Presenting the **Premises** (Section 1.1) to local or county authorities upon request.
2. During emergencies, the **Landlord** has the right to enter the **Premises** (Section 1.1) during off-hours to preserve the integrity of the structure, the **Premises** (Section 1.1), and/or areas surrounding the **Premises** (Section 1.1). Justifiable reasons for emergency entry include, but are not limited to:

- a) Requested health and wellness checks.
  - b) Maintenance issues involving water, electrical, and/or gas.
  - c) Life safety issues.
3. The **Landlord** has the right to temporarily suspend utility service(s) to the **Premises** (Section 1.1) in order to perform necessary repairs required to protect the **Premises** (Section 1.1) and/or the structure in which the **Premises** (Section 1.1) is located.

#### 1.21 TENANT(S) OBLIGATION TO REPORT

The **Tenant(s)** shall immediately notify the **Landlord** of any situation in which the integrity of the **Premises** (Section 1.1) and/or the area surrounding the **Premises** (Section 1.1) is at risk of deterioration or has been impacted by casualty. These situations include, but are not limited to:

1. Water leaks, flooding, or plumbing failures.
2. Fire, smoke, or electrical hazards.
3. Structural damage, including walls, ceilings, floors, windows, or doors.
4. Infestations of pests or rodents.
5. Damage caused by severe weather, such as snow, ice, or wind.
6. Any other condition that threatens the safety, habitability, or value of the **Premises** or surrounding structure.

**Disclaimer 1:** The **Tenant(s)** shall repay the **Landlord** for any expenses incurred as a result of the **Tenant(s)**' negligence in reporting unsafe conditions and/or any delay in reporting unsafe conditions to the **Landlord**.

**Disclaimer 2:** The **Tenant(s)** shall have the option to continue occupying the habitable portion of the **Premises** (Section 1.1) in any situation where only part of the **Premises** (Section 1.1) is deemed uninhabitable, provided that the **Tenant(s)** can safely inhabit the remaining habitable portion.

#### 1.22 INABILITY OF THE LANDLORD TO GIVE POSSESSION

In a situation where the **Landlord** cannot transfer possession of the **Premises** (Section 1.1) to the **Tenant(s)** at the beginning of the *Residential Lease Agreement*, the Agreement shall still commence in conjunction with the **Start Date** (Section 1.6-1). However, the **Landlord** will adjust the monthly installment to reflect the actual day on which possession is delivered to the **Tenant(s)**.

*Example: If the prior Tenant(s) illegally remain in the Premises (Section 1.1) after their lease term has ended.*

**Disclaimer 1:** The **Landlord** shall not be liable for damages if possession of the **Premises** (Section 1.1) cannot be transferred to the **Tenant(s)** for reasons outside the **Landlord's** control.

#### 1.23 SUBLETTING AND ASSIGNMENTS

Only the **Tenant(s)** named in this *Residential Lease Agreement* may reside in the **Premises** (Section 1.1). The **Tenant(s)** shall not assign this *Residential Lease Agreement* or enter into any sublease agreement without the **Landlord's** prior written consent. Any attempt to assign or sublease without such prior written consent will constitute a violation of this *Residential Lease Agreement*.

If the **Landlord** consents to an assignment or sublease, the agreement will be subject to the terms set forth by the **Landlord** and agreed upon in writing by both parties.

**Disclaimer 1:** The terms set forth by the **Landlord** may include, but are not limited to, forfeiture of the security deposit and/or reasonable fees to cover the cost of advertising and re-renting the apartment.

**Disclaimer 2:** The **Tenant(s)** remain fully responsible for the **Total Base Rent Due** (Section 1.5-3) until the apartment is re-rented to a newly qualified occupant approved by the **Landlord**.

#### 1.24 RELIEF OF LANDLORD FROM LIABILITY

1. The **Landlord** is not liable for loss, injury, or damage to any person(s) or property at the **Premises** (Section 1.1), except where such loss, injury, or damage is the direct result of the **Landlord's** intentional neglect.

2. The **Landlord** shall not be liable for any injury or damage caused by water, rain, snow, or ice that leaks or flows from any source into or around the **Premises** (Section 1.1) or the building in which the **Premises** (Section 1.1) is located.

#### 1.25 SUBORDINATION

This *Residential Lease Agreement* is and shall remain **subordinate to all mortgages and security interests** presently existing on the **Premises** (Section 1.1) and to any future mortgages and/or security interests associated with the dwelling of which the **Premises** (Section 1.1) is a part.

#### 1.26 PET PROHIBITION

The **Tenant(s)** shall not keep any animals or pets in the **Premises** (Section 1.1) or any portion of the property of which the **Premises** (Section 1.1) is a part, unless expressly authorized in writing by the **Landlord**. Any violation of this provision will result in a **fine of \$35.00 per day, per violation**, which will be charged to the **Tenant(s)**' account.

#### 1.27 GOVERNMENTAL POWER OF EMINENT DOMAIN

Eminent Domain is the right of a government to take private property for public use. Fair compensation must be paid to the **Tenant(s)** by the **Landlord**. If all or any part of the **Premises** (Section 1.1), or the building containing the **Premises** (Section 1.1), is taken by Eminent Domain, this *Residential Lease Agreement* shall terminate as to the part taken.

**Disclaimer 1:** The **Landlord** shall not be liable for any claims by the **Tenant(s)** for loss of use of all, or any portion of, the **Premises** (Section 1.1), or the building containing the **Premises** (Section 1.1), resulting from governmental enforcement of eminent domain.

By signing below, **Tenant(s)** and **Landlord** acknowledge and agree to the terms in Section 1.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_



## 2. Rules & Regulations

### 2.1 HOUSE SEWER

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1. The commode and other water apparatus found within the **Premises** (*Section 1.1*) shall not be used for any purpose other than that for which they are constructed.
2. **Tenant(s)** must get the **Landlord's** approval before installing additional fixtures in the existing water apparatus. This includes but is not limited to portable washers, bidets, and portable dishwashers.
3. **Tenant(s)** are **NOT** permitted to flush Disposable Wipes, sanitary napkins, tampons, disposable diapers, rubbish, or any other improper articles down the commode.
4. Cooking oils, grease, and food are unsuitable for sanitary drains. These items must be disposed of in the trash bags and put in the dumpster for removal.

**Disclaimer 1** - Rates to remedy issues caused by negligent acts by the **Tenant(s)** and/or **Tenant(s)** guests can exceed **\$50.00** per hour, depending on the condition of the **Premises** (*Section 1.1*) and what needs to happen to remedy the situation. The **Landlord** will bill these fees to the **Tenant's** account, and the **Tenant(s)** must pay the invoice within 10 days of billing.

### 2.2 RIGHT OF PEACEFUL ENJOYMENT

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1. **Tenant(s)** and/or **Tenant(s)** guests shall not create or cause any disturbing noises within the **Premises** (*Section 1.1*) that will interfere with the comforts and/or conveniences of other occupants within the structure.
2. **Tenant(s)** and/or **Tenant(s)** guests shall not play musical instruments, stereo(s), television(s), or radio(s) at an excessive volume in the **Premises** (*Section 1.1*) if the noise will interfere with the comforts and/or conveniences of other occupants within the structure of the **Premises** (*Section 1.1*).

### 2.3 PARKING REGULATION

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1. Only **Tenant(s)** with valid parking leases are permitted to park at the **Premises** (*Section 1.1*).
2. **Tenant(s)** must park only in the spaces designated in their parking lease, if applicable. Illegally parked vehicles parked in spaces are subject to immediate ticketing and/or towing at the expense of the **Tenant(s)**.
3. All permitted vehicles must be registered with the **Landlord**.
4. All permitted vehicles **MUST** be in drivable condition and have a current registration & inspection.
5. Vehicles are strictly prohibited from being parked on the grass, porches, sidewalks, or common areas of the **Premises** (*Section 1.1*) at any time.
6. Vehicle maintenance or repairs are not permitted on the **Premises** (*Section 1.1*) due to insurance reasons. This includes, but is not limited to, oil changes, brake replacement, and exhaust work.

### 2.4 SMOKING WITHIN PREMISES AND STRUCTURE

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1. Smoking is strictly prohibited inside the **Premises** (*Section 1.1*) and within the structure in which the **Premises** (*Section 1.1*) is located. Violations by **Tenant(s)** or their guests will result in a fee of **\$200.00 per occurrence**, charged to the **Tenant(s)** account.
2. Smoking is permitted at least **10 feet** from the exterior of the building, in areas where it does not disturb other occupants of the structure in which the **Premises** (*Section 1.1*) is located.

### 2.5 UNIT ACCESSIBILITY

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1. **Tenant(s)** may not install additional locks, alter existing locks, or change lock codes to the **Premises** (*Section 1.1*) without prior consent from the **Landlord**. The **Landlord** must maintain access to all areas of the **Premises** (*Section 1.1*) for emergency purposes. Unauthorized changes will be reversed by the **Landlord**, and the **Tenant(s)** will be charged for a restoration fee.
2. A maintenance fee will be charged to any **Tenant(s)** requiring the **Landlord** to unlock the **Premises** (*Section 1.1*) outside of regular business hours. The fee will reflect the actual cost incurred by the **Landlord**.
3. **Tenant(s)** requesting a code change on any coded combination lock will incur a fee of **\$40.00** per occurrence. This service can only be taken during regular office hours, excluding holidays.

## 2.6 SMOKE/CARBON MONOXIDE DETECTORS

**Tenant(s)** is/are responsible for ensuring the smoke detectors & carbon monoxide detectors, if applicable, in the **Premises** (Section 1.1) are in good working order through regular visual inspection and signal/battery testing.

1. **Tenant(s)** is/are responsible for battery replacement.
2. **Tenant(s)** is/are responsible for informing **Landlord** immediately of any malfunctioning device in the **Premises** (Section 1.1).
3. **Landlord** shall not be responsible for malfunctioning smoke detectors and/or carbon monoxide detectors because of weak/defective batteries or device failure due to reasons outside the **Landlord's** control.
4. Should **Tenant(s)** fail to keep detectors in good working order or permit any detector to be damaged in any way, **Tenant(s)** shall be assessed a fee for replacement by the **Landlord** and/or fines from local municipalities.

**Disclaimer 1** - The **Landlord** will annually inspect all smoke detectors and carbon monoxide detectors in every unit to ensure the devices are functioning correctly.

## 2.7 FIRE EXTINGUISHER

**Tenant(s)** is/are responsible for ensuring the fire extinguisher in the **Premises** (Section 1.1) is in good working order through regular visual inspection.

**Disclaimer 1** - The **Landlord** will conduct an annual inspection of the fire extinguishers in each unit to verify proper functionality.

## 2.8 OPEN FLAME & ALTERNATIVE HEATING DEVICES

1. Candles or any open flame device are safety hazards and discouraged from **Premises** (Section 1.1) use. Any candle or open flame device found left unattended or being used where people are sleeping will result in a fine to the **Tenant(s)** imposed by the **Landlord**.
2. No charcoal, propane, or other open-flame heating or cooking devices shall be operated and/or stored within the **Premises** (Section 1.1), including porches, decks, and steps).
3. No charcoal, propane, or other open-flame heating or cooking devices shall be operated within 10 feet of any **Premises** (Section 1.1) or combustible structure. Violation of these terms is a fineable offense from the **Landlord** and could result in eviction.
4. Kerosene burners and/or any auxiliary heaters are prohibited within the **Premises** (Section 1.1) unless provided by **Landlord**.

## 2.9 SERVICE ANIMALS

In certain situations, the **Landlord** will approve a request from the **Tenant(s)** to have a service animal.

1. For the **Landlord** to approve the service animal, the following documentation must be provided to the **Landlord** by the **Tenant(s)**:

1. Proof that the service animal is a medical treatment advised by an approved physician.
2. Proof of the vaccinations for the service animal. Vaccination records need to be approved by the **Landlord** before the pet enters the structure of **Premises** (Section 1.1).
3. Veterinary certification that the animal is a registered service animal

2. If the **Landlord** approves the service animal request from the **Tenant(s)**, the following stipulations must be followed:

1. The service animal must be kept on a leash outside the **Premises** (Section 1.1) unless caged. Violating this requirement will result in fines from the local municipality and/or actions taken by the **Landlord** that can include, but are not limited to, possible eviction from the **Premises** (Section 1.1).
2. It is the **Tenant(s)** responsibility to clean up messes caused by their service animal. The **Landlord** will charge a fee to remedy issues found to be a result of the service animal.
3. Service animals impacting the quiet enjoyment of other residents will not be tolerated. This is a violation of the **Residential Lease Agreement** and can result in eviction from the **Premises** (Section 1.1).
4. Damages caused by the **Tenant(s)** service animal to the **Premises** (Section 1.1) and/or the structure of the **Premises** (Section 1.1) will be billed to the **Tenant(s)** account by the **Landlord**. This includes but is not limited to:

- a) Frayed/holes found within the carpeted area of the **Premises** (Section 1.1)
  - b) soiled carpet found within the **Premises** (Section 1.1)
  - c) Baseboard damage within the **Premises** (Section 1.1)
  - d) Door damage found within the **Premises** (Section 1.1).
5. **Premises** (Section 1.1) impacted by the presence of odor resulting from the service animal at the **Expiration Date** (Section 1.6-2) of the **Residential Lease Agreement** will result in fees to the **Tenant(s)**. The **Landlord** will take the appropriate action to remove the presence of odors at a cost to the **Tenant(s)**.

## 2.10 SOCIAL GATHERINGS

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1. **Tenant(s)** acknowledge the existence of the **Borough's Nuisance Gathering Ordinance** and agree to comply with all related regulations.
2. Underage drinking and public intoxication are strictly prohibited at all properties owned or managed by the **Landlord**. Violators, including **Tenant(s)** and their guests, will be reported to law enforcement.
3. **Tenant(s)** must register all social gatherings at least **24 hours** prior to the event. Weekend events must be registered Monday through Friday during regular business hours. Failure to register will result in a **\$100.00 fine per Tenant**, payable within ten (5) days of notification.
4. Social gatherings are strictly prohibited at Fairview Apartments and Park Lane Apartments.
5. All social events must remain contained within the **Premises** (Section 1.1). Overflow of guests into common areas is prohibited.
6. Doors to the **Premises** (Section 1.1) must remain closed at all times during social events.
7. Open containers must remain inside the **Premises** (Section 1.1) at all times.
8. **Tenant(s)** must not overcrowd the **Premises** (Section 1.1) to the extent that it poses a safety hazard. There must be unobstructed pathways for safe exit, as determined by the **Landlord**.
9. No more than 25 individuals are permitted inside the **Premises** (Section 1.1) at any one time.
10. **Tenant(s)** of both registered and unregistered gatherings may be held financially responsible for damages or clean-up costs in common areas, as determined by the **Landlord**. Charges will be divided among all **Tenant(s)** deemed responsible.
11. Conviction under the State College **Borough Nuisance Gathering Ordinance** constitutes a violation of the Residential Lease Agreement and may result in fines or other penalties imposed by the **Landlord** and/or local authorities.
12. **Tenant(s)** who fail to comply with the **Landlord's** social event policies may, at the **Landlord's** discretion, lose the privilege to register future events for the remainder of the lease term.

## 2.11 BICYCLES

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1. Bicycles must be registered with the State College Borough Police Department at 243 S. Allen St. Unregistered bicycles, or those with out-of-date registrations, will be removed and disposed of by the **Landlord**.
2. Bicycles may only be stored in the bike rack outside the **Premises** (Section 1.1) and not within the structure of the **Premises** (Section 1.1) or within the **Premises** (Section 1.1). Any bicycles left unattended anywhere on the **Premises** (Section 1.1), other than the bike rack, will be removed and disposed of by the **Landlord**.
3. The **Landlord** has the right to remove bicycles found around the **Premises** (Section 1.1) that are damaged or in a state of disrepair.

## 2.12 ALTERNATE EGRESS

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The roof and/or fire escape at the **Premises** (Section 1.1) are off-limits unless used for emergencies. Violations of this rule will result in a minimum **\$100** fine per occurrence by the **Landlord** and/or penalties imposed by the local municipalities.

## 2.13 WINDOW AIR CONDITIONING UNITS

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**Tenant(s)** are not permitted to install air conditioners without permission from the **Landlord**. For the **Landlord** to approve the installation of a window air conditioner, the unit must meet the following requirements:

1. Size & weight requirement for our windows
2. Must be installed with a **Tenant(s)** provided & **Landlord** approved support bracket.
3. Must be installed by maintenance staff at no fee to the **Tenant(s)**.
4. The **Landlord** must remove the air conditioner from October 1st to May 15th during the heating season

## 2.14 MAILBOXES

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1. **Tenant(s)** will be provided with a single mailbox key at the start of the *Residential Lease Agreement*.
2. If the **Landlord** has a spare mailbox key, the key can only be loaned during business hours. The mailbox key will be obtained at the **Landlord's** office with a valid ID of the **Tenant(s)** and returned within 72 hours.
3. **Tenant(s)** requesting a mailbox key replacement will be charged \$45.00 for lock replacement. The **Landlord** will do this work during regular business hours, excluding holidays.

## 2.15 LOITERING ON PREMISES

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Loitering is not permitted in the common areas, hallways, or stairwells of the property by **Tenant(s)** and/or guest of **Tenant(s)** at any time.

## 2.16 MODIFICATIONS OF AGREEMENT

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1. The **Landlord** reserves the right to rescind any of the *Rules and Regulations* listed above and/or to amend additional ones that may be needed to ensure the buildings' safety, care, maintenance, operation, and cleanliness.
2. The **Tenant(s)** will receive notice of changes/modifications to the *Rules and Regulations* by physical distribution to the **Premises** (Section 1.1).
3. Changes/modifications to the *Rules and Regulations* shall have the same force and effect as if originally made part of the foregoing *Residential Lease Agreement*.

By signing below, **Tenant(s)** and **Landlord** acknowledge and agree to the terms in Section 2.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. End-Of-Lease Procedures

#### 3.1 TRANSFER OF POSSESSION

Upon termination of this *Residential Lease Agreement*, **Tenant(s)** shall peaceably surrender possession of the **Premises** (Section 1.1) to the **Landlord**. Peaceful surrender includes, but is not limited to:

1. Removal of personal belongings from within the Premises (Section 1.1).
2. Return all keys to the **Landlord's** office by the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* unless another *Residential Lease Agreement* begins immediately afterward. Keys not returned to the **Landlord** will be subject to replacement fees.
3. **Tenant(s)** must provide a forwarding address to the **Landlord** for anyone vacating the **Premises** (Section 1.1). The **Landlord** will use the address given by the **Tenant(s)** for future communications.
4. **Tenant(s)** are responsible for transferring utility services out of their name on the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*. After that, services should automatically revert to the **Landlord** through agreements the **Landlord** has with the utility providers.
  - a) Services taken out of the **Tenant(s)** name before the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* will be subject to fees per *SERVICES/UTILITIES* (Section 1.8) stated in the *Residential Lease Agreement*.
  - b) **Tenant(s)** are subject to utility fees after the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* if services are **NOT** transferred out of the **Tenant(s)** name.
5. **Tenant(s)** agrees to notify **Landlord** if **Tenant(s)** chooses to vacate the **Premises** (Section 1.1), precluding the **Expiration Date** (Section 1.6-2).
  - a) **Tenant(s)** will be held to the terms of the **Expiration Date** (Section 1.6-2), but do have the option to surrender the possession of the **Premises** (Section 1.1) early to the **Landlord**.

**Disclaimer 1** - If **Tenant(s)** extend stay in **Premises** (Section 1.1) beyond the **Expiration Date** (Section 1.6-2), a charge of **\$300.00 per day** will be levied for each day the **Tenant(s)** extend beyond the **Expiration Date** (Section 1.6-2) unless both **Landlord** and **Tenant(s)** agree to an alternate date to vacate.

#### 3.2 RETURN OF PROPERTY TO LANDLORD

On the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, all **Premises** (Section 1.1) must be thoroughly cleaned and in good repair when returned to the **Landlord**. This includes but is NOT limited to:

##### General Areas

1. All personal effects, including food, trash, and **Tenant(s)** furniture, are to be removed from the **Premises** (Section 1.1). **Landlord** will remove and dispose of all items left by the **Tenant(s)** at a fee to the **Tenant(s)**.
2. Carpeted areas within the **Premises** (Section 1.1) are to be professionally cleaned on the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* unless there is a continuation of an additional *Residential Lease Agreement* that immediately follows the current agreement. A professional carpet cleaning company receipt must be provided to the **Landlord** no later than the last of the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*.
3. Hardwood and/or tile floors within the **Premises** (Section 1.1), including but not limited to bathrooms, kitchens, living rooms, and hallways, are to be cleaned, mopped, and left in a condition that is conducive to future occupancy.
4. Furniture within the **Premises** (Section 1.1) that the **Landlord** provides is to be wiped down, cleaned, free of debris, and left in a condition that is conducive to future occupancy.
5. Mini-blinds and/or vertical blinds within the **Premises** (Section 1.1) are to be cleaned by the **Tenant(s)**. This can be done with a cleaning product being applied to a rag/paper towel and wiping down the surface area(s).
6. Light Fixtures/ceiling fans are to be wiped down and cleaned. This can be done with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
7. Baseboards are to be wiped down and cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
8. Doors to be wiped down and cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior facing surfaces.
9. Radiators/electric baseboard heaters are to be vacuumed, wiped down, and cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
10. Windows are to be cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
11. Washer & Dryer, if applicable, are to have the interior and exterior surfaces wiped down and cleaned by applying a cleaning product to a rag/paper towel.

## **Kitchen**

1. The stove is to be cleaned and left in a condition conducive to future occupancy. This includes the surface area, elements, drip pans, and under the drip pans. For drip pans and elements that are in a condition that requires an exorbitant amount of time to return to the original state, the **Landlord** will replace them at a fee to the **Tenant(s)**.
2. The range is to be cleaned and left in a condition conducive to future occupancy.
3. Range hood is to be cleaned and left in a condition conducive to future occupancy. This includes cleaning the filter in situations where the filter can be cleaned manually.
4. The refrigerator is to be emptied of **Tenant(s)** belongings, cleaned, and left in a condition conducive to future occupancy.
5. Kitchen drawers and cupboards must be emptied entirely of **Tenant(s)** belongings, cleaned, and left in a condition conducive to future occupancy.
6. The dishwasher, if applicable, needs to be emptied of **Tenant(s)** belongings, drain trap emptied and cleaned, and left in a condition conducive to future occupancy.
7. Microwave, if applicable, needs to be cleaned and left in a condition conducive to future occupancy.

## **Bathroom(s)**

1. Exhaust fan covers are to be wiped down with a cleaning product being applied to a rag/paper towel.
2. Bathroom tub(s) are to be cleaned and free of soap scum. **Landlord** recommends spraying down the surface with a product designed to remove soap scum and letting it sit for 30 minutes before cleaning.
3. Tub walls are to be cleaned and free of soap scum. **Landlord** recommends spraying down the surfaces with a product designed to remove soap scum and letting it sit for 30 minutes before cleaning.
4. Medicine cabinet(s), if applicable, are expected to have all **Tenant(s)** personal belongings removed, wiped down, and cleaned.

**Disclaimer 1 - Tenant(s)** shall notify the **Landlord** immediately of any repairs or the need for repairs within the **Premises** (Section 1.1). Reasonable wear and tear is a fee that the **Landlord** absorbs.

**Disclaimer 2 - All Tenant(s)** of this *Residential Lease Agreement*, regardless of vacating/renewing status at the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, are required to adhere to the standard set forth by **Landlord**. For partially vacating/renewing apartments, all **Tenant(s)** of this *Residential Lease Agreement* must provide a clean, damage-free, and orderly environment for the **Tenant(s)** of the upcoming lease cycle. Failure to do so will result in charges against the entire security deposit.

## **3.3 CHARGES ABSORBED BY LANDLORD**

Fees absorbed by the **Landlord** that are the result of **Tenant(s)** non-compliance with the *End of Lease Procedures* shall be deducted from the **Tenant(s) Security Deposit** (Section 1.5-1).

## **3.4 SECURITY DEPOSIT RETURN PROCEDURE**

Upon the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, the **Landlord** will return the **Security Deposit** (Section 1.5-1) and any extra funds to the **Tenant(s)**. Before the **Landlord** makes any reimbursements to the **Tenant(s)**, the **Landlord** will verify the following:

1. **Landlord** will verify that the **Tenant(s)** vacated the **Premises** (Section 1.1) per the **Expiration Date** (Section 1.6-2).
2. **Landlord** will inspect the vacated **Premises** (Section 1.1) to ensure **Tenant(s)** complied with all the *Residential Lease Agreement terms, Rules and Regulations*, and *End of Lease Procedures*. Violations and/or non-compliance will result in fees.
3. **Landlord** will verify that **Tenant(s)** complied with the **Financial Terms** (Section 1.5) and that all outstanding balances have been satisfied.

**Disclaimer 1 - Landlord** may retain all or a portion of the **Tenant(s) Security Deposit** (Section 1.5-1) to reimburse **Landlord** for loss, damage, and/or expense resulting from the **Tenant(s)** violation(s)

**Disclaimer 2 - Tenant(s)** acknowledge that the **Security Deposit** (Section 1.5-1) is not permitted to be used as payment for their final **Monthly Installment** (Section 1.5-2). If an independent payment outside the **Security Deposit** (Section 1.5.1) is not received for the final **Monthly Installment** (Section 1.5-2), the **Tenant(s)** will incur fees in conjunction with **Late Payments** (Section 1.15)

By signing below, **Tenant(s)** and **Landlord** acknowledge and agree to the terms in Section 3.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Sample Lease



**Centre Region Code Administration**  
2643 Gateway Dr, Ste 1, State College, PA 16801  
Phone: 814-234-3812 Email: [kjw@crcog.net](mailto:kjw@crcog.net)  
Website: [www.crcog.net/crca](http://www.crcog.net/crca)

## **BOROUGH OF STATE COLLEGE TENANT NOTIFICATION ACKNOWLEDGEMENT**

In accordance with *Section 803.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*, at the beginning of each lease period and at least annually thereafter, the person in charge shall provide all tenant(s) on the lease, information regarding the following requirements, including reference to any ordinances.

- Maximum occupancy for the residential property
  - Maximum number of persons who can reside in the rental property
  - If the property is a student home
  - Regulations regarding dogs (if present)
  - Regulations regarding property maintenance
  - Regulations regarding refuse, parking, weeds, and removal of snow and ice from sidewalks
  - Information on the handling of recyclable materials
  - Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
  - Signed copy of the fire safety certification
  - Regulations regarding tampering with fire protection equipment
  - Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date and 1 calendar day prior to reinspection
  - Notice of regulations regarding roof occupancy and possible penalties
  - Notice of regulations regarding interior furniture and possible penalties
  - Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties
  - Notice of information regarding tenants' rights as published by the municipality
  - Notice of information regarding fire safety as published by the municipality
  - For units where the tenant is responsible for payment of utilities (electricity, natural gas, propane, fuel oil, water, etc.), the owner shall make available to the tenant the prior 24 months of utility costs prior to signing the lease agreement. The tenant is responsible for providing utility cost information to the owner within 60 days of the receipt of the bill from the utility.
- 1) A signed copy of the acknowledgment shall be maintained by the person in charge and made available to the tenant(s), code official, or municipality upon request.
  - 2) It is the responsibility of the tenant(s) to review the documents referenced and be familiar with the requirements for the rental property. All tenants on the lease shall sign the acknowledgment and return it to the person in charge.
  - 3) Any tenant or owner failing to execute the acknowledgment shall be in violation of this section and subject to the penalties set forth in *Section 107.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgment.
  - 4) A Tenant Notification Acknowledgement is provided on the reverse side of this document.

**The completed agreement does not need to be returned with the application packet.**  
**Please be prepared to provide access to the signed form at the time of inspection.**



## **Borough of State College Tenant Notification Acknowledgment**

THE PERSON IN CHARGE of the rental unit at (address) 219 & 229 South Sparks Street \_\_\_\_\_ hereby certifies that tenant(s) effective (date) \_\_\_\_\_ have been provided with all required rental property information in accordance with *Section 803.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*.

In accordance with the provisions of Borough of State College Ordinance # 2206 the person in charge hereby provided the tenant(s) with the following information, or provided a webpage where the information could be found:



- ✓ Maximum occupancy for the residential property
- ✓ Maximum number of persons who can reside in the rental property
- ✓ If the property is a student home
- ✓ Regulations regarding dogs (if present)
- ✓ Regulations regarding property maintenance
- ✓ Regulations regarding refuse, parking, weeds, and removal of snow and ice from sidewalks
- ✓ Information on the handling of recyclable materials
- ✓ Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
- ✓ Signed copy of the fire safety certification
- ✓ Regulations regarding tampering with fire protection equipment
- ✓ Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date and 1 calendar day prior to reinspection
- ✓ Notice of regulations regarding roof occupancy and possible penalties
- ✓ Notice of regulations regarding interior furniture and possible penalties
- ✓ Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties
- ✓ Notice of information regarding tenants' rights as published by the municipality
- ✓ Notice of information regarding fire safety as published by the municipality
- ✓ For units where the tenant is responsible for payment of utilities (electricity, natural gas, propane, fuel oil, water, etc.), the owner shall make available to the tenant the prior 24 months of utility costs prior to signing the lease agreement. The tenant is responsible for providing utility cost information to the owner within 60 days of the receipt of the bill from the utility.

**Additional information can be found on the Centre Region Code Administration Website. Visit [www.crcog.net/crca](http://www.crcog.net/crca) and review the tenant information under rental housing.**

**All tenants on a lease shall sign the acknowledgment and return it to the person in charge.**

As stated in Borough of State College Ordinance # 2206 any tenant or owner failing to execute the acknowledgment shall be in violation of *Section 803.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*, and subject to the penalties set forth in *Section 107.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgment.

IN WITNESS WHEREOF, the parties have executed this Acknowledgment:

_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Person in Charge Signature		

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

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

(ii) ☒ 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 (*check (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 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.

\_\_\_\_\_  
Resident 1 Date

\_\_\_\_\_  
Resident 2 Date

\_\_\_\_\_  
Resident 3 Date

\_\_\_\_\_  
Resident 4 Date

\_\_\_\_\_  
Resident 5 Date

\_\_\_\_\_  
Resident 6 Date

\_\_\_\_\_  
Resident 7 Date

\_\_\_\_\_  
Resident 8 Date

\_\_\_\_\_  
Agent Date



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# Protect Your Family From Lead in Your Home

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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?

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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
- How lead affects health
- 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 or 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](http://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 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

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## **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.

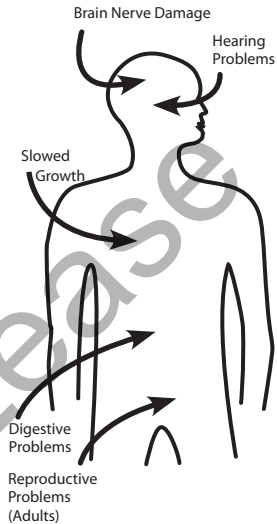
# Health Effects of Lead

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**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

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**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

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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](https://www.epa.gov/lead).

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<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<sup>2</sup>), or more than 0.5% by weight.

<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

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**Deteriorated 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:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  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

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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

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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](http://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>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**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 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

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**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 contractor. 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

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**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:

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

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

# Renovating, Repairing or Painting a Home with Lead-Based Paint

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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
  - 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](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.



## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **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>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. 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.

## For More Information

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### **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/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://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](http://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](http://cpsc.gov) or [saferproducts.gov](http://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/safewater](http://epa.gov/safewater), 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

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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) 906-6809

**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 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**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.  
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 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

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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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes 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/lead](http://hud.gov/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).