

1. RENTAL AGREEMENT

1.1 RENTAL AGREEMENT

THIS AGREEMENT entered into on 01/01/2024 by and between CALIFORNIA OAKS PROPERTY MANAGEMENT, INC., and: Example , (Tenant) agree as follows:

Landlord rents to Tenant and Tenant rents from Landlord for RESIDENTIAL use only, the premises known as:
California Oaks

, CA

. The following personal property is included: Stove, Dishwasher, Refrigerator, Laminate Wood Flooring, and Window Coverings

1.2 TERM

The term begins on 01/01/2024 (Commencement Date), and

☐ Month to Month

A. Month to month: continues as a month-to-month tenancy. Except as prohibited by law, this Agreement may be terminated by either party after service upon the other of a **written** 30-day notice of termination of tenancy.

☒ Lease

B. Lease: shall terminate on 12/31/2024 with either party giving written notice at least 30 days prior to the intended termination date. At expiration of said fixed term, this lease shall become a month-to-month tenancy. All other terms and conditions of this Agreement shall remain in full force and effect.

1.3 RENT

Rent is due in advance on the first day of each and every month, at \$5,000.00, per month, beginning on the **1st** day of 01/01/2024. In the event that this Agreement does not begin on the first day of the calendar month, N/A, rent is due on N/A. Thereafter rent is due on the first day of the month in advance as provided above. The rent shall be paid to CALIFORNIA OAKS PROPERTY MANAGEMENT, INC. at 2463 East Main Street, Ventura, CA 93003, or at any other location specified by Landlord in writing to Tenant.

1.4 LATE CHARGES/ NSF CHECKS:

Tenant acknowledges that either late payment of rent or issuance of a non-sufficient funds (NSF) check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of rent due from Tenant is not received by Landlord by the **3rd** of each month, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, an additional sum of \$75.00 as Late Charge and \$35.00 as a NSF fee, either or both of which shall be deemed additional rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenants late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under paragraph 3, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

Rent is delinquent if not paid by the due date. If rent is not received on or before the third day of the current month, a "Notice to Pay Rent or Quit" shall be served and a charge of \$25.00 shall be billed to Tenants account. Said sum is for preparation and service of said notice.

Payments made by Tenant shall apply first to the oldest item for which a bill or statement has been presented or for the earliest month's rent then due. A request for payment by installment must be submitted, in writing, by the Tenant and approved in writing, by the Landlord. A notice generated for the current month's rent only, shall not waive any other delinquent amounts due and owing omitted from the notice.

1.5 PREMISES

The above mentioned premises shall be occupied only by the following named individuals: Example ,

Tenant shall not violate any Governmental law in the use of the premises, commit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor.

The Tenant shall use the premises as a residence only. Signs or advertising of any kind are not permitted to be affixed to any part of the

premises or displayed in windows. Personal items of Tenant are to be kept inside and out of view. Bicycles and toys are not to be left on walkways or stairways. Washing or repairing of motor vehicles is not permitted. Storage of gasoline and other combustibles on or about the premises is not permitted. Refuse is to be placed in appropriate receptacles. The laundry room, if available, is for Tenants use only. Yard or garage sales by Tenant is prohibited.

Tenant shall not make any alterations in or about the premises without the Landlords prior written consent, including: painting, wallpapering, adding or changing locks, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. Tenant shall hold Landlord harmless as to any mechanic's lien recordation or proceeding caused by Tenant.

1.6 PETS

Without Landlord's written permission, NO BIRD OR ANIMAL, NO WATER BEDS OR LIQUID FILLED FURNITURE, OR SEE PET AGREEMENT SHALL BE KEPT OR ALLOWED IN OR ABOUT SAID PREMISES. Tenants agree that a violation of this clause will result in an immediate fine of \$100.00.

1.7 KEYS; LOCKS:

Tenant acknowledges receipt of:

2- Entry 2-Garage Remotes

Tenant has received the above listed keys and acknowledges that I/We are responsible to return all keys at the time that I/We vacate. I/We agree and understand that I/We are also responsible to replace any lost or stolen keys at my/our expense. I/We will notify California Oaks Property Management of any keys that are lost or stolen. I/We understand that if I/We are locked out of the Premises, it is my/our responsibility to incur the cost of a locksmith to gain access. I/we understand that if I/We re-key existing locks or opening devices, Tenant shall immediately deliver copies of all keys to the Landlord. Tenant may not remove lock, even if installed by Tenant.

1.8 MAINTENANCE

a. Except as prohibited by law, Tenant shall keep the premises and fixtures, furnishings and appliances, if any, which are rented for Tenant's exclusive use in good order and condition.

b. Tenant shall properly use, operate and safeguard premises, including if applicable, any landscaping, furniture, furnishings and appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them and the premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of the Tenant, excluding normal wear and tear. Tenant shall be charged for all damage to premises as a result of failure to report a problem in a timely manner.

c. Tenant shall water the garden, landscaping, trees and shrubs. Tenants' failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost.

d. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: N/A In the event his personal property stops operating, Tenant is responsible to immediately notify the Landlord. Personal property cannot be removed from the Premises without prior Landlord consent.

Any repairs required due to Tenant damage/negligence shall be billed at vendor invoice plus a \$10.00 service charge. Tenant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. Tenant must pay for repairs within 10 days of presentation of written statement from Landlord.

1.9 CONDITION OF PREMISES

Tenant has been provided a MOVE IN INSPECTION SHEET and will inspect the premises, furnishings and equipment. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 5 days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the premises. All plumbing, heating, and electrical systems are operative and deemed satisfactory, except as noted in the attached move-in inspection sheet.

1.10 UTILITIES

Tenant agrees to pay all utilities, services and charges, if any, made payable by or predicated upon occupancy, except: Water and Trash, which shall be paid by Landlord. If any utilities are not separately metered, Tenant shall pay a proportional share, as reasonably determined by Landlord. Any penalties assessed by the water department for excess use of water will be billed to the Tenant. Tenant is responsible to pay any penalties immediately upon billing.

1.11 AGREEMENT

The undersigned Tenant(s), whether or not in actual possession of the premises, are jointly and severely liable for all obligations under this Agreement, and shall indemnify Landlord for liability arising prior to the termination of the Agreement for personal injuries or property damage caused or permitted by Tenant(s), their guests or invitees. This does not waive Landlords "duty of care" to prevent personal injury or property damage where that duty is imposed by law.

1.12 SECURITY DEPOSIT

Tenant shall deposit with Landlord, as a security deposit, the sum of \$6,000.00 payable 01/01/2024 . Landlord may, at its sole discretion, claim (withhold) from the security deposit only such amounts as are reasonably necessary to remedy Tenant defaults as follows:

- a. In the Payment of Rent, (SECURITY DEPOSIT IS NOT CONSIDERED LAST MONTHS RENT), or
- b. To repair damages to the premises caused by Tenant, exclusive of ordinary wear and tear, or
- c. To clean such premises, if necessary, upon termination of tenancy.

No later than three weeks (21 days) after Tenant has returned possession of the premises, the Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any security received and the disposition of said security and shall return any remaining portion of said security to Tenant as enumerated in Paragraph 18 of this Agreement. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

The security deposit as provided for in Paragraph 18 of this Agreement, will be refunded to Tenant by the Landlord, subject to Tenant surrendering the premises in the same condition, as it was in at the time of initial occupancy, normal wear and tear expected. In the event the premises and the appurtenant structures are surrendered in an unsatisfactory condition, charges shall be made as follows:

- a. Unpaid rent will be charged in accordance with Paragraph 2, above. Proration of rent will be based on a 30-day month. Tenant will be charged rent until the day all keys are returned to Landlord and all of Tenant's personal property has been removed.
- b. Cleaning will be charged at the rate charged by vendor. Cleaning includes: walls, ceilings, doors, woodwork, closets, cabinets, plumbing fixtures, kitchen and heating appliances, windows (inside and outside), hard surface floors, garage, carports, front and rear yards, patios and balconies.
- c. Carpet and drapery cleaning will be charged at the net billing rate of the vendor. If Tenant chooses to have carpet cleaned, the work must be professionally done and a copy of the invoice provided to Landlord.
- d. The cost of repainting will be charged on a proration schedule based on 36-month occupancy.
- e. Damage beyond normal wear and tear will be charged at repair or replacement cost.
- f. Any keys or openers not returned to Landlord at the time of vacating premises will be charged at the rate to the replace they key and/or opener.
- g. Security access keys if applicable, not returned would be charged at the rate specified by the Homeowners Association or \$50.00, whichever is higher.
- h. If Tenants are in property less than 1 year any damages to new items installed before move-in will be charged at full price. All others will be a prorated charge.
- i. Right to a Pre-Move-Out Inspection and Repairs: (i) After giving or receiving a notice of termination of tenancy, or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to the termination of the lease or rental. If Tenant requests such an inspection, Tenant shall be given the opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to the Premises as a result of the inspection (collectively, "Repairs") shall be made at the Tenant's expense. Repairs may be performed by the Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including government permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials.

X _____
Example

1.13 NOTICE

Notice upon Landlord may be served c/o: CALIFORNIA OAKS PROPERTY MANAGEMENT, INC. at 2463 East Main Street, Ventura, CA 93003. Said party is authorized to accept legal service on behalf of Landlord. If any legal action or proceeding were brought by either party

to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.

1.14 MODIFY

A request to modify any terms or conditions incorporated into this Agreement must be presented in writing and approved by the Landlord.

1.15 SUBLEASING

No portion of said premises shall be sublet, nor this Agreement assigned. Any attempted subletting or assignment by the Tenant, at the election of the Landlord, shall be an irremediable breach of this Agreement.

1.16 INSURANCE

Landlord does not insure Tenant's or guest's personal property and vehicles. Tenant may maintain a personal property insurance policy to cover any damages or losses caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from such loss or damage.** It is acknowledged that Landlord is not liable for these occurrences. Tenant's failure to maintain said policy shall be a complete waiver of Tenant's right to seek damages against Landlord for the above stated losses.

1.17 TEMPORARY RELOCATION

Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to the Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

1.18 PEST CONTROL

If Landlord has entered into a contract for periodic pest control treatment of the Premises, Landlord shall provide Tenant a copy of the notice originally given to Landlord by the pest control company.

1.19 PARKING

Parking is permitted as follows: 2-Car Garage . Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the premises. Mechanical work, washing vehicles or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

1.20 NO SMOKING

No smoking of any substance is allowed on the premises or common areas. If smoking does occur on the premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guest and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

1.21 ENTRY

1. Tenant shall make premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (included, but not limited to, installing, repairing, testing and maintaining smoke detectors and carbon monoxide devices, bracing, anchoring or strapping water heaters), decorations, alterations, improvements, to supply necessary or agreed services or to show premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors.
2. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice. No notice is required (i) to enter in case of an emergency (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the premises. No written notice is required if Landlord and Tenant orally agree to an entry for agree services or repairs.

1.22 NOTICE

Notice: Pursuant to section 290.46 of the Penal Code, information about specified regisetred 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. (Neither Landlord nor Brokers, if any, are required to check this website. If tenant wants further information, Tenant should obtain information directly from this website.)

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Example

2. Addendum-Mold Notification

2.1 MOLD ADDENDUM

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in their residence. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep all their furniture 3" to 4" inches away from the wall.
2. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
3. Resident agrees to immediately report to the Owner/Agent any water intrusions, such as roof leaks and plumbing leaks, including drips, or sweating pipes under kitchen or bathroom cabinets.
4. Resident agrees to notify Owner /Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets. Resident agrees to change the hoses to their washing machines every 4 years.
5. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premise. Resident agrees not to hang wet clothes indoors for drying. Dryer exhausts must vent to the exterior of the dwelling unit.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dish washing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

By signing below, you acknowledge and agree to the terms in Section 2.

X

Lessee

Example

Date Signed

3. Bedbug Addendum

3.1 BEDBUG ADDENDUM

This agreement is an addendum and part of the rental agreement dated 01/01/2024 between California Oaks Property Management, hereby known as Owner/Agent and Example hereby known as Resident(s) for the premises located at California Oaks, CA.

- Residents acknowledge that the Owner/Agent has inspected the unit and is aware of no bedbug infestation.
- Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
5. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

By signing below, you acknowledge and agree to the terms in Section 3.

X

Lessee

Example

Date Signed

4. Comfort/Service Animal Agreement

4.1 COMFORT/SERVICE ANIMAL AGREEMENT

(ATTACH PHOTO OF ASSISTANCE ANIMAL)

Tenant Name: Example

Date: 01/01/2024

Property Address:
California Oaks
., CA

OWNER/AGENT California Oaks Property Management has granted the above names tenant's request for an aid/assistance/companion animal. Tenant understands there is no additional security deposit required but agrees to the following:

1. Only the following described comfort/service animal will reside in the unit:

Name, Type, Color & Description, Spayed/Neutered: 1 Dog Only- Poodle

2. The comfort/service animal must be properly licensed and have the shots/vaccinations required by statute or regulations at all times.

3. No comfort/service animal with a history of aggressive, threatening or violent behavior will be allowed.

4. The comfort/service animal will not be allowed out of my unit except when under my (or, if applicable, my care provider's) direct control and authority.

5. The comfort/service animal will not be chained or tied in any way to the exterior of the building.

6. The comfort/service animal will not be allowed to use any part of the building for depositing waste. Should this occur accidentally, tenant will immediately pick up the waste. Any animal waste that may accumulate inside a tray inside the unit will be disposed of properly and promptly.

7. The comfort/service animal will not be allowed to make excessive noise or engage in threatening conduct which might disturb the other residents.

8. Tenant agrees to immediately notify the Owner/Agent of any personal injury or property damage caused by the animal and further agrees that any damages attributed to the comfort/service animal will be paid promptly by the tenant.

9. Any change of comfort/service animal will require a new agreement.

10. Tenant or any guest or invitee of tenant shall indemnify and hold Owner/Agent, and its employees, harmless from and against any actions, suits, claims and demands, including legal fees, costs and expenses, arising from damage or injury to any person or property of others by any comfort/service animal.

11. Tenant agrees not to leave the animal unattended for more than 24 hours. In the event that the animal is left unattended for 24 hours, the landlord may enter the premises of the Tenant, remove such animal and turn it over to the shelter or other appropriate authorities.

12. Owner may deduct from security deposit as in reasonably necessary to take care of damages or cleaning caused by or in connection with the comfort/service animal. Resident agrees to pay Owner for any excess damages or cost on demand. The property will be treated for fleas, and the cost will automatically be deducted from the security deposit.

13. This agreement shall become an addendum to the original lease agreement between tenant and owner/agent.

By signing below, you acknowledge and agree to the terms in Section 4.

X

Lessee

Example

Date Signed

5. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

5.1 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

5.2 LESSORS DISCLOSURE

(a) Presence of lead-based paint or lead-based paint hazards:

- 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:

- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the housing

5.3 LESSEES ACKNOWLEDGMENT

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

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

5.4 AGENTS ACKNOWLEDGEMENT

☐ (e) Agent has informed the lessor of the lessors obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

By signing below, you acknowledge and agree to the terms in Section 5.

X

Lessee

Example

Date Signed

California Oaks Property Management



2463 East Main Street • Ventura, CA 93003
(805) 648-1851

6. Flood Disclosure Addendum

6.1 FLOOD DISCLOSURE ADDENDUM

This agreement is an addendum and part of the rental agreement dated 01/01/2024 between , California Oaks Property Management hereby known as Owner/Agent, and Example , hereby known as Resident(s), for the premises located at California Oaks , CA .

Per Government Code 8589.45, the landlord is required to disclose if rental property is at risk of flooding.

Lessor's Disclosure (initial one):

- ☐ The owner has NO knowledge that this property is located in a special flood hazard area or area of potential flooding.
- OR**
- ☐ This property is located in a special flood hazard area or area of potential flooding, and the owner has actual knowledge of that fact. The owner is considered to have actual knowledge if:

- the owner has received notice from a public agency that the property is located in a special flood hazard zone or an area of potential flooding;
- the owner's mortgage holder requires the owner to carry flood insurance; or
- the owner currently carries flood insurance.

Tenants can obtain information about hazards that may affect the property from the Office of Emergency Services web site at www.caloes.ca.gov.

Owner's insurance does not cover the loss of tenant's personal possessions or for any relocation expenses. Any losses would be the sole responsibility of the tenant. The tenant should consider purchasing their own insurance to cover these items. Owner does not need to provide any additional information concerning flood hazards to the property.

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

By signing below, you acknowledge and agree to the terms in Section 6.

X

Lessee

Example

Date Signed

7. Pet Agreement

7.1 PET AGREEMENT

This document is part of the Lease Agreement dated on 01/01/2024 between California Oaks Property Management and Example for the property located at
California Oaks
., CA

OWNER/ AGENT has granted the above names tenant's request for a pet.

1. Only the following described pet will reside in the unit: 1 Dog Only- Poodle
2. The pet must be properly licensed and have the shots/vaccinations required by statute or regulations at all times.
3. No pet with a history of aggressive, threatening or violent behavior will be allowed.
4. The pet will not be allowed out of resident's unit except when under residents (or, if applicable, care provider's) direct control and authority. Pet must be restrained by a leash when outside.
5. The pet will not be chained or tied in any way to the exterior of the building.
6. The pet will not be allowed to use any part of the building for depositing waste. Should this occur accidentally, tenant will immediately pick up the waste. Any animal waste that may accumulate inside a tray inside the unit will be disposed of properly and promptly.
7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience, or cause complaints from any other Resident or Neighbor.
8. Tenant agrees to immediately notify the Owner/Agent of any personal injury or property damage caused by the pet and further agrees that any damages attributed to the animal will be paid promptly by the tenant.
9. Any change of pet will require a new agreement.
10. Tenant or any guest or invitee of tenant shall indemnify and hold Owner/Agent, and it's employees, harmless from and against any actions, suits, claims and demands, including legal fees, costs and expenses, arising from damage or injury to any person or property of others by any pet.
11. Tenant agrees not to leave the pet unattended for more than 24 hours. In the event that the pet is left unattended for 24 hours, the landlord may enter the premises of the Tenant, remove such pet and turn it over to the shelter or other appropriate authorities.
12. No pet shall be fed on unprotected carpeting within the rental unit. Residents shall prevent any fleas or other infestation of the rent unit or other property of Owner.
13. If the pet is a cat: It must be neutered and Resident must provide and maintain an appropriate litter box.
14. Owner may deduct from security deposit as in reasonably necessary to take care of damages or cleaning caused by or in connection with the pet. Resident agrees to pay Owner for any excess damages or cost on demand. The property will be treated for fleas, and the cost will automatically be deducted from the security deposit.
15. Resident agrees to comply with Health and Safety Code and all other applicable government laws and regulations.
16. This agreement shall become an addendum to the original lease agreement between tenant and owner/agent.

By signing below, you acknowledge and agree to the terms in Section 7.

X

Lessee

Example

Date Signed

8. Plumbing Addendum

8.1 PLUMBING STOPPAGES/CHARGES

In connection with the Rental Agreement between

Example "TENANT" and

California Oaks Property Management "OWNER/AGENT"

for the premises located at

California Oaks

., CA

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This addendum provides clarification of the Rental Agreement dated 01/01/2024. Plumbing for a rental unit includes any drains, pipes, related hardware and fixtures associated with the unit rented. Fixtures include, but are not limited to: sinks, toilets, bathtubs, shower stalls, showerheads, faucets, drains, disposals, washing machines, dishwashers and water spigots.

The TENANT(s) is responsible for and accordingly will be charged for:

- Any stoppages or clogs during tenancy caused by usage from the TENANT(s) or their guests whether during a) regular use, b) accident c) misuse and/or d) negligence
- Charges include, but are not limited to, all costs to snake drains, pull toilets, pull apart disposal and/or repair the situation to make it in proper working condition again, including replacement and/or repair of item(s) damaged resulting from the clog or issue and/or resulting from it's repair remedy to make it in working condition again.
- Broken toilet seats and lids, unless it is older than 5 years, in which case, the OWNER/AGENT will pay to replace a broken seat or lid.

Some examples of misuse or negligence include, but are not limited to the following: flushing tampons or other hygiene products, sanitary wipes, even if the product indicates it is flushable; hair clogs, shampoo bottle caps, pieces of soap, etc., not flushing toilet often enough "during" and/or "after" EACH use; can vary depending on quantity and volume, other foreign objects, create buildup and/or clogs, socks and other items that get sucked into washing drain pipe (generally, in older washing machines).

For toilets, only human waste and toilet paper may be flushed. Flushing must be in a reasonable manner to accommodate the quantity, size of the event including a reasonable amount of TP; note poor quality or brands of TP may be more prone to clogging. The OWNER/AGENT has no control over what is purchased and whether or not that will impact the flush and piping, so this is TENANT responsibility. (The above list is not all inclusive, but meant to be examples of misuse or negligence.)

The OWNER/AGENT is only responsible for system or fixture issues resulting from defective plumbing parts or fixtures, tree roots invading sewer lines, collapsed pipes or other external reasons not related to TENANT usage, such as natural disasters (i.e., fire, storm, etc.)

Upon Move-In: The following were checked and found to be in working and operating order:

- Kitchen and bathroom sink drains were filled with water, then drained, to ensure a) smooth drainage i.e., no stoppages or slowly draining and b) pipes under sink check to ensure no leaks
- Hot water was tested at all faucets in the kitchen, bathroom and shower/tub and noted hot water came out of the faucet.
- Toilet was flushed and waited for the tank to fill up and stop water intake.

By signing below, you acknowledge and agree to the terms in Section 8.

X

Lessee

Example

Date Signed

California Oaks Property Management



2463 East Main Street • Ventura, CA 93003
(805) 648-1851

9. Pool Addendum

9.1 POOL ADDENDUM

This document is part of the Lease Agreement dated on 01/01/2024 between California Oaks Property Management landlord and Example tenant(s) for the property located at:
California Oaks
., CA

1. Tenants assume personal responsibility for their safe use of the pool and agree to observe general pool safety and posted rules. Tenants agree to personally supervise use of the pool by others so as to ensure their safety and compliance with general pool safety and the posted pool rules.
2. Tenants and their authorized guests are permitted in the pool area only. Tenants may have a maximum of two guests accompany them at the pool. Pool parties are not permitted, no exceptions.
3. Tenant takes responsibility for the safety of themselves and guests at the pool. No running, jumping, diving or rough housing is permitted in the pool area. Please dry off before leaving the pool area.
4. Tenants will ensure that gates surrounding the pool and doors with direct access to the pool are kept closed and secured to prevent accidental drowning or undetected entry into the pool area.
5. Children under the age of 14 must be accompanied by an adult resident at all times.
6. Do not tamper or remove life saving devices from the pool area.
7. Food and alcohol is not permitted in the pool area. Glassware or breakable containers are not permitted in the pool/jacuzzi area at any time.
8. Appropriate swim attire should be worn in the pool only. Jeans, t-shirts, and normal clothing is not permitted in the pool. Children in diapers are required to wear swimmer diapers while in the pool.
9. Tenants are responsible for the cleanup of the pool area after each use. Personal items and trash are not permitted to be left in the pool area.
10. Tenants are responsible for the proper use and cleanup of the pool restrooms. No paper towels, feminine products or diapers may be placed down the toilets.
11. No smoking is permitted in or around the pool area.
12. The pool closes promptly at 10:00 P.M. Please leave the pool area before closing.
13. Tenants relieve and indemnify landlord from any and all liability related to pool-related injury.

By signing below, you acknowledge and agree to the terms in Section 9.

X

Lessee

Example

Date Signed

10. Rent Cap and Just Cause Addendum

10.1 RENT CAP AND JUST CAUSE ADDENDUM

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 01/01/2024 on the property known as

California Oaks

., CA

in which Example is referred to as "Tenant" and California Oaks Property Management is referred to as "Landlord".

10.2 RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

10.3 EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☒ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

10.4 ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

10.5 RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charge for that property at any time during the 12 months prior to the effective date of increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

10.6 JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**

- A. Default in payment of rent.

- B.** Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C.** Maintaining, committing or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D.** Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E.** The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F.** Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined by Penal Code Section 422, subdivision (a), directed at any owner or agent of the Owner of the premises.
- G.** Assigning or subletting the premises in violation of the Tenant's lease.
- H.** The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Sections 13113.7 and 17926.1.
- I.** Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J.** When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by Landlord, but fails to deliver possession at the time specified in that written notice.

10.7 NO FAULT REASONS

- A.** Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B.** Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving appropriate notice.
- C.** Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other other that necessitates vacating the residential property.
- D.** Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

10.8 JUST CAUSE NOTICES

- A. Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. Tenant Payments Pursuant to "No-Fault: Eviction: (1)** If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notified Tenant of the right to direct payment relocations assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.

The undersigned acknowledge a copy of this document and agree that the terms are made a part of the lease or rental agreement specified above.

By signing below, you acknowledge and agree to the terms in Section 10.

X

Lessee

Example

Date Signed

11. Rules and Regulations

11.1 RULES AND REGULATIONS

This document is part of the Lease Agreement dated on 01/01/2024 between California Oaks Property Management and Example tenant(s) for the property located at California Oaks
., CA
.

Owner may adopt new rules and regulations or amendments to these rules upon giving 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification for resident rights. They will not be unequally enforced. Residents are responsible for the conduct of guests and the adherence to these rules and regulations at all times.

11.2 CONDUCT

1. Resident shall not make or allow any disturbing noises in the unit by resident, family or guests, nor do, nor permit anything by persons which will interfere with the rights and comforts or inconveniences other persons. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume, which will not disturb other persons.

2. Only residents and their authorized guests are permitted within the apartments or to use the facilities provided by the management. If a guest intends to remain for more than two weeks, or will be house sitting for an absent resident, the guest will be required to fill an information sheet to be used in the event of an emergency. Roommates are required by the management to fill out a separate rental application and sign the rental agreement. Any changes must be approved, in writing by management. Subleasing of the unit is not permitted without written consent.

3. Office policy states that the gross monthly income of all adult occupants must be 2.5 times the monthly rent amount to qualify for the property. This qualification must maintain through tenancy and tenant will be required to provide updated proof of income if there is an occupancy change.

4. The activities and conduct of resident, resident's guests and minor children of residents or guests, outside of the unit on the common grounds, parking areas, or any recreation facilities must be responsible at all times and not annoy or disturb other persons. No loitering is allowed in common areas.

5. Any resident who engages in a lifestyle which infringes upon the other resident's rights, or commits a nuisance as defined by state law, is subject to eviction.

6. Resident and their authorized guests will not permit the dwelling to be used for, or to facilitate criminal activity including but not limited to: prostitution, drug related criminal activity, criminal street gang activity, assault and battery, the unlawful use and discharge of firearms or sexual offenses.

7. Resident and their authorized guests shall not use the premises for any unlawful purpose including using, manufacturing, selling, storing or transporting illicit drugs. This includes but is not limited to the use or growing of medical marijuana.

8. The operation of a babysitting or day care service is not permitted without permission from the management.

9. The laundry room is for tenant use only. The laundry room should be used between the hours of 7:00AM-10:00PM only. Residents are responsible for keeping the laundry room clean and locked at all times.

11.3 CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors.

2. Residents shall assist management in keeping the outside and common areas clean.

3. No littering of papers, cigarette butts or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.

4. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. No large items such as chairs, mattresses, appliances, etc. should be placed

into or near the garbage containers.

5. Furniture must be kept inside the unit. Unsightly items must be kept out of vision.
6. Articles are not to be left in the hallways or other common areas. No personal belongings, including bicycles, play equipment or other items may be placed in the halls, stairways, or about the building.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge or balcony.

11.4 SAFETY

1. All doors and windows must be locked during absence of the resident.
2. All appliances must be turned off before leaving the unit.
3. When leaving for an extended period, resident shall notify management how long residents will be away. If someone is to enter residents unit during resident's absence, the resident shall give management permission beforehand to let any person in the unit and/or provide the name of person or company entering.
4. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
5. Portable charcoal grill usage is prohibited. All grills are to be used at least 10 feet from the building at grade level. Grills are not permitted on decks or balconies.
6. To reduce possible fire hazards, combustible materials are not permitted to be stored near the electric panel and heating units/water heaters. A minimum of five feet clearance should be maintained between utilities and storage.
7. The use of a trampoline at the property is prohibited.

11.5 MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise management of any items requiring repair. Notification should be immediate in an emergency or for normal problems within business hours. Repair requests should be made as soon as the defect is noted. Service requests should not be made to maintenance people or other such personnel, but directly to the office.
2. No alterations or improvements shall be made by the resident without the consent of management. Any article attached to the woodwork, walls, floors, or ceiling shall be the sole responsibility of the resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.
3. Electric light bulbs and air conditioning/heater filters are to be replaced by Residents. Each rental unit is completely furnished with the same at the time of initial occupancy. It is the resident's responsibility to replace them thereafter.
4. California Oaks Property Management maintains an emergency phone service after hours. This should be used by tenants to report genuine emergencies such as: fires, floods, and any conditions that make the unit uninhabitable. Misuse of the phone service for calls other than emergencies will result in a charge of \$25.00 to the calling address.

By signing below, you acknowledge and agree to the terms in Section 11.

X

Lessee

Example

Date Signed

12. SATELLITE DISH ADDENDUM

12.1 SATELLITE DISH ADDENDUM

Under the Federal Communications Commission order, Resident has a limited right to install a satellite dish or receiving antenna on the leased premises. Owner may impose reasonable conditions to installing such equipment.

12.2 NUMBER AND SIZE:

You may install only one satellite dish or receiving antenna on the premises. A satellite dish may not exceed one meter in diameter. An antenna may receive but not transmit signals.

12.3 LOCATION:

Location of the satellite dish is limited to (a) Inside Resident's dwelling, or (b) In an area outside resident's dwelling such as a balcony, patio yard, etc. of which Resident has exclusive use under Resident's lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use.

12.4 SAFETY AND NON-INTERFERENCE:

The Installation:

- Must comply with reasonable safety standards
- May not interfere with our cable, telephone, or electrical systems, or those of neighboring properties
- May not be connected to our telecommunications systems and
- May not be connected to our electrical system except by plugging into a 110-volt duplex receptacle.

If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of the two methods:

- Securely attaching it to a portable, heavy object such as a small slab of concrete or
- Clamping it to a part of the building's exterior that lies within Resident's leased premises; (such as a balcony or patio railing).
- No other methods are allowed.

Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling: Under the FCC order, Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If Resident's satellite dish or antenna is located outside Resident's dwelling (on a balcony, patio, etc), the signals received by it may be transmitted to the interior of Resident's dwelling only by the following methods: (a) running a "flat" cable under a door jamb or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (b) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (c) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window- without drilling a hole through the window; (d) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or any other method provided by us.

12.5 WORKMANSHIP:

In order to assure safety, we must approve the strength and type of materials used for installation. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld.

12.6 MAINTENANCE:

Resident will have the sole responsibility for maintaining Resident's satellite dish, antenna and all related equipment.

12.7 REMOVAL AND DAMAGES:

Resident must remove the satellite dish or antenna and other related equipment when Resident moves out of the dwelling. Resident will be fully responsible for any damages to the property by the satellite dish or antenna installation.

12.8 THIRD PARTY RESTRICTIONS:

If the property is governed by a Homeowner's Association, it is the Resident's responsibility to receive approval from the Association prior to installing satellite dish/antenna. Resident is required to follow Association's guidelines for placement of satellite dish/antenna. Should Resident fail to comply with guidelines, Resident will be held responsible for any and all damages incurred.

By signing below, you acknowledge and agree to the terms in Section 12.

X

Lessee

Example

Date Signed

13. ADDENDUM TO RENTAL AGREEMENT FOR SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

13.1 SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

This document is part of the Lease Agreement dated on 01/01/2024 between California Oaks Property Management and Example (s) for the property located at:

California Oaks
., CA

Owner/Landlord and Tenant(s) agree as follows:

1. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.
2. Tenant(s) acknowledges the smoke and carbon monoxide detectors were tested; their operation explained by Owner/Landlord at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenant shall perform the manufacturers recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
3. Each Tenant understands that the smoke detector is 10-year tamper proof lithium or hardwired. Carbon monoxide detectors are battery operated and it shall be the Tenant's responsibility to: (a) ensure that the battery is in operating condition at all times; (b) replace the battery as needed; and (c) if after replacing the battery, the carbon monoxide detector does not work, inform the Owner/Landlord immediately in writing.
4. Tenant must inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
5. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
6. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors at time of vacancy.

By signing below, you acknowledge and agree to the terms in Section 13.

X

Lessee

Example

Date Signed



Protect Your Family From Lead in Your Home



September 2013

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

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

Read this entire brochure to learn:

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

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

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

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

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



Protect Your Family From Lead in Your Home



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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 state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

1

Simple Steps to Protect Your Family from Lead Hazards

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- Don't try to remove lead-based paint yourself.
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1

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.

2

Lead Gets into the Body in Many Ways

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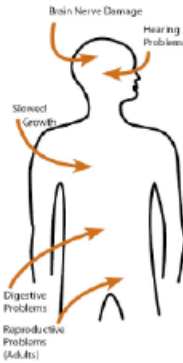
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Health Effects of Lead

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

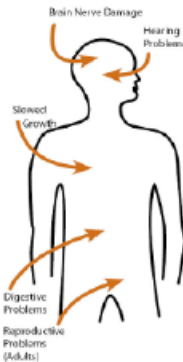
Your doctor can explain what the test results mean and if more testing will be needed.

Health Effects of Lead

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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

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

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

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Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

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Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

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What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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

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

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

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



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Reducing Lead Hazards, continued

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

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

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

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

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

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



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

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

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

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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.*
- 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.

* 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**.

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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 60604-3665
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 86 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. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

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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 60604-3665
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 86 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. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

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).

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Lead_Base_Book.pdf

X	
Lessee	Example
Date Signed	



Proposition 65 Fact Sheet for Tenants

Office of Environmental Health Hazard Assessment
California Environmental Protection Agency

This fact sheet was prepared by the Office of Environmental Health Hazard Assessment (OEHHHA), which administers the Proposition 65 program. It provides information to tenants whose apartment managers and owners have posted or distributed Proposition 65 warnings.

What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of chemicals known to cause cancer, birth defects, or other reproductive harm. The list has grown to include over 800 chemicals since it was first published in 1987.

What chemicals are on the Proposition 65 list?

The Proposition 65 list contains two types of chemicals: *carcinogens*, which can cause cancer, and *reproductive toxicants*, which cause birth defects or other reproductive harm, such as sterility or miscarriages. Some chemicals may be additives or ingredients in pesticides, common household products, food, or drugs. Others may be industrial chemicals, dyes, or solvents used in dry cleaning, manufacturing, and construction. Still others may be byproducts of chemical processes; for example, motor vehicle exhaust.

What does a Proposition 65 warning mean?

Under Proposition 65, businesses are required to give a "clear and reasonable" warning before knowingly exposing anyone to a listed chemical above a specified level. This warning can be included on the label of a consumer product or published in a newspaper. An equally common practice is for businesses to provide a warning at the workplace or in a public area affected by the chemical.

Many apartment owners and managers have posted or distributed warnings to notify tenants that they may be exposed to one or more chemicals on the Proposition 65 list. For example, a warning may be given because tenants are exposed to chemicals in pesticides applied to landscaping or structures or chemicals in housing construction materials, such as lead in paint or asbestos in ceiling coatings.

A growing trend among rental property owners and other businesses is to provide warnings for chemicals on the list, such as tobacco smoke or motor vehicle exhaust, which are regularly released into the environment in or near rental housing. In some cases, however, owners and managers are providing warnings to avoid potential violations and lawsuits, even though exposure to chemicals on the Proposition 65 list has not been verified. You should discuss the warning with the owner or manager to learn why it was provided so that you and your family can make informed decisions about exposure to any of these chemicals and your health.

Is my family's health at risk from exposure to these chemicals?

Warnings must be provided for chemicals listed under Proposition 65 if exposure to them may present a significant risk of cancer or reproductive harm. For *carcinogens*, the chemical must be present at or above a level that could cause one additional case of cancer in a population of 100,000 people exposed to the chemical over a lifetime. For *reproductive toxicants*, the chemical must be present at or above 1/1000th of the level at which the chemical is determined to have no negative health risks (the "no-observable-effect level").

Proposition 65 generally does not prohibit a business from exposing people to listed chemicals nor does exposure to these chemicals necessarily create an immediate health risk. Also, as stated above, a warning may have been provided in some cases even though the level at which the chemical is present is actually too low to pose a significant health risk. It is important to find out why you have received the warning so that you can discover which chemicals you are exposed to, and at what levels, to determine how best to protect your family's health.

Where can I get more information?

Speak with the housing owner or manager directly to learn why you received a Proposition 65 warning. Property owners and managers are not required to notify OEHHA when they provide tenants with a warning. However, to obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65.html>. Following is a list of contacts for more information on Proposition 65 as well as chemicals that may be found in your home.

Type of Information	Contact
Proposition 65: Enforcement	California Attorney General (510) 873-6321, http://oag.ca.gov/prop65
Asbestos Indoor air quality	Indoor Exposure Assessment Unit, Air Resources Board (916) 322-8282, http://www.arb.ca.gov/html/fslist.htm
Lead	<ul style="list-style-type: none">o Lead Coordinator in your county government officeo Childhood Lead Poisoning Prevention Program (510) 620-5600, http://www.cdph.ca.gov/programs/CLPPB/Pages/default.aspx

Type of Information	Contact
Tenant issues	<ul style="list-style-type: none">o Department of Consumer Affairs (800) 952-5210, http://www.dca.ca.gov/o Department of Housing and Community Development (800) 952-5275, http://www.hcd.ca.gov/
Basis for Warning Signs	<ul style="list-style-type: none">o California Apartment Association (800) 967-4222, http://www.caanet.org/

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Prop_65_Tenants.pdf

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Lessee	Example
Date Signed	

16. Rental Agreement

16.1 SIGN AND ACCEPT

THE UNDERSIGNED TENANT(S) ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL OF THIS AGREEMENT.

X

Lessee

Example

Date Signed

X

Lessor

Date Signed