

RESIDENTIAL LEASE AGREEMENT

Notice: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth-In-Renting Act. If you have a question about the interpretation or legality of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Cynthia V. Hastings of:

3622 Cobblefield Circle
Apartment # 9
Caledonia, Michigan 49316

Hereby offers to lease the property located at:

1953 Prospect Avenue, SE
Grand Rapids, Michigan 49507

On the following terms:

1. Said tenancy shall be from March 1, 2008 to February 28, 2009 on the terms and conditions hereinafter mentioned.
2. A monthly rent of \$850.00 payable in advance to:

Riedel Architecture | Urban Renewal, LLC
6884 Adaridge Drive, SE
Ada, Michigan 49301

3. This application will not become effective until the present tenant (if there is one) vacates.
4. A terminal rent deposit of \$850.00 is to be held in escrow by owner or his authorized agent. Said deposit shall be refunded in full to tenant upon expiration of this lease, after proper notice has been received, if rent is paid in full, property is left undamaged and clean, and keys are returned to the owner.
5. Special considerations and remarks: Place trash in garage, then dispose of trash on pick-up day each week.
6. Premises are to be used for ONE-family living purposes ONLY and shall be occupied by no more than two adults.
7. Tenant shall not allow pets on the premises.
8. Tenant shall not allow smoking on the premises.

A. TENANT ALSO COVENANTS AND AGREES AS FOLLOWS:

1. If this offer is accepted by the owner, it is hereby agreed that an amount equal to the first month's rent of \$850.00 plus the terminal rent deposit of \$850.00 shall be paid to owner or his authorized agent within twenty-four hours after this application is accepted by owner.
2. Tenant is to pay the following utilities and enter same in his or her name:
 - Electricity
 - Natural Gas
 - Water / Sewer
 - Weekly Trash Removal
 - Telephone (if applicable)
 - Cable Television (if applicable)
 - Satellite Television (if applicable)
 - Internet (if applicable)

3. The owner shall furnish the following appliances:

- Refrigerator
- Kitchen Stove

4. The tenant accepts said premises in their present condition and agrees to keep said premises in a good, clean condition; to make no alterations or additions to the same; to commit no waste thereon; to obey all laws and ordinances affecting said premises; to replace all glass broken or cracked; to repay the owner cost of all repairs made necessary by the negligent or careless use of said premises, furnishings, and equipment; and to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and tear by the elements excepted.
5. After notice is given to vacate, tenant will allow owner or his authorized agent to show living quarters to prospective tenants.
6. Tenant shall not assign this agreement or sublet said premises or any part thereof without the previous written consent of the owner or his authorized agent.

B. IT IS MUTUALLY AGREED AND CONSUMMATED THAT:

1. The owner or his authorized agent shall have the right to inspect said premises at any reasonable hour, to show the same and any part thereof to prospective purchasers, mortgagees, tenants, or agents thereof, and may, at any time, place and maintain one "For Sale" sign thereon in event said property is now or hereafter for sale.
2. In the event the drainage system becomes unserviceable, the tenant shall immediately notify the owner or his authorized agent of this condition. If it is determined that by reason of neglect or act upon the part of the tenant that service or replacement is necessary, such expense shall be borne by the tenant.
3. It is understood that in case of default in payment of rent, the seven-day notice and District Court proceedings are waived without notice.
4. It is agreed and understood that this application constitutes the entire contract and that there are no other considerations, verbal or otherwise, made by either party affecting the terms of this contract.
5. The owner shall not be liable for any damage or injury to any persons or property on said premises, however arising.
6. It is further understood that if this application is accepted by owner and the provisions as described in Paragraph A-1 of this agreement are not fulfilled within the specified time, the owner may cancel said reservation and retain entire amount of reservation deposit.
7. The tenant covenants that his or her occupancy of the said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the owner of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only.
8. Said owner covenants that said tenant on payment of all of the aforesaid installments and performing all the covenants and observing all the rules and regulations shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.
9. The tenant agrees to furnish the owner or his authorized agent the telephone number of the above-leased property. The telephone number to be incorporated in the lease is (616) 885-7938.

I hereby make applications to lease the above-described premises on the terms and conditions as herein specified. I further understand that no tenancy is created by this application until it has been accepted by the owner.

Date

Cynthia V. Hastings

Riedel Architecture | Urban Renewal, LLC
Marvin E. Riedel
President

After the one year term of the lease (or whatever length of time of the lease), the tenant shall give notice of intentions to move out and owner shall not raise the monthly rental amount without thirty days notice.

You must notify your landlord in writing within four days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise, your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

TENANCY ADDENDUM

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0169

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 1. The reasonable rent for the unit as most recently determined or redetermined by the
 2. PHA in accordance with HUD requirements, or
 3. Rent charged by the owner for comparable unassisted units in the premises.

5. **Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. **Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. **Maintenance, Utilities, and Other Services**

a. **Maintenance**

1. The owner must maintain the unit and premises in accordance with the HQS.
2. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

1. The owner must provide all utilities needed to comply with the HQS.
2. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - a. Pay for any utilities that are to be paid by the tenant.
 - b. Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family damage:** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services:** The owner must provide all housing services as agreed to in the lease.

8. **Termination of Tenancy by Owner**

- a. **Requirements:** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds:** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

1. Serious or repeated violation of the lease;
2. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
3. Criminal activity or alcohol abuse (as provided in paragraph c); or
4. Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

1. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - b. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - c. Any violent criminal activity on or near the premises; or
 - d. Any drug-related criminal activity on or near the premises.
2. The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - a. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - b. Violating a condition of probation or parole under Federal or State law.
3. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
4. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
2. During the initial lease term or during any extension term, other good cause includes:
 - a. Disturbance of neighbors,
 - b. Destruction of property, or
 - c. Living or housekeeping habits that cause damage to the unit or premises.
3. After the initial lease term, such good cause includes:
 - a. The tenant's failure to accept the owner's offer of a new lease or revision;
 - b. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

- c. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. **Protections for Victims of Abuse**

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
2. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
3. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
4. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
5. Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
6. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
7. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

- f. **Eviction by court action:** The owner may only evict the tenant by a court action.

g. **Owner notice of grounds**

1. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
2. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
3. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **Lease: Relation to HAP Contract:** If the HAP contract terminates for any reason, the lease terminates automatically.
10. **PHA Termination of Assistance:** The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.
11. **Family Move Out:** The tenant must notify the PHA and the owner before the family moves out of the unit.
12. **Security Deposit**
 - a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
 - b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
 - c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
 - d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.
13. **Prohibition of Discrimination:** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.
14. **Conflict with Other Provisions of Lease**
 - a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
 - b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.
15. **Changes in Lease or Rent**
 - a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
 - b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 1. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 2. If there are any changes in lease provisions governing the term of the lease;
 3. If the family moves to a new unit, even if the unit is in the same building or complex.
 - c. PHA approval of the tenancy and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
 - d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. **Notices:** Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. **Definitions**

- a. **Contract unit:** The housing unit rented by the tenant with assistance under the program.
- b. **Family:** The persons who may reside in the unit with assistance under the program.
- c. **HAP contract:** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.
- d. **Household:** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)
- e. **Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.
- f. **HUD:** The U.S. Department of Housing and Urban Development.
- g. **HUD requirements:** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
- h. **Lease:** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.
- i. **PHA:** Public Housing Agency.
- j. **Premises:** The building or complex in which the contract unit is located, including common areas and grounds.
- k. **Program:** The Section 8 housing choice voucher program.
- l. **Rent to owner:** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.
- m. **Section 8:** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).
- n. **Tenant:** The family member (or members) who leases the unit from the owner.
- o. **Voucher program:** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

LEAD-BASED PAINT DISCLOSURE

Warning! Lead from paint, dust, and soil can be dangerous if not managed properly.

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

Lead Warning Statement

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

Landlord's Disclosure

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

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

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

(b) Records and reports available to the Landlord (check (i) or (ii) below):

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

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

Tenant's Acknowledgment (initial)

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

(d) _____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home* (reproduced in full below).

(e) Tenant has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or:

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Landlord Initials: _____ Tenant Initials: _____ Agent Initials: _____

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

TENANT:

Date (Tenant's signature)

(Tenant's printed name)

LANDLORD:

Date (Landlord's signature)

(Landlord's printed name)

AGENT:

Date (Agent's signature)

(Agent's printed name)

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

United States Environmental Protection Agency
United States Consumer Product Safety Commission
United States Department of Housing and Urban Development

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call (800) 424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called leadbased paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 2) before renting, buying or renovating pre-1978 housing.
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT: Lead exposure can harm young children and babies even before they are born.
- FACT: Even children who seem healthy can have high levels of lead in their bodies.
- FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

- **FACT:** Removing lead-based paint improperly can increase the danger to your family. If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more 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.
- Lead is also dangerous to women of childbearing age:
- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Childhood lead poisoning remains a major environmental health problem in the U.S. Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, 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 levels 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, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.

Lead affects the body in many ways: Brain or Nerve Damage, Slowed Growth, Hearing Problems, Reproductive Problems (adults), Digestive Problems.

Where Lead-Based Paint Is Found

Many homes built before 1978 have leadbased paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- 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.)

In general, the older your home, the more likely it has leadbased paint.

Checking Your Family for Lead

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

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 high levels of lead. Blood 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.

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 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.

The following two federal standards have been set for lead hazards in residential soil:

- 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used. Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

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

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located. Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.
- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see pages 3 and 4) for more information, or call (800) 424-LEAD (5323) for a list of contacts in your area. Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety. Just knowing that a home has leadbased paint may not tell you if there is a hazard.

What You Can Do Now To Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash 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.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards in the Home

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, 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 removal.

- Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.
- Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:
 - 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; and
 - 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available. Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house. Always use a professional who is trained to remove lead hazards safely.

Remodeling or Renovating a Home with Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling (800) 424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Other Sources of Lead

- Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - 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.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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

For More Information

The National Lead Information Center

- Call (800) 424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hotline

- Call (800) 426-4791 for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

- To request information on lead in consumer products or to report an unsafe consumer product or a product-related injury call (800) 638- 2772, or visit CPSC's internet site at: www.cpsc.gov.

Health and Environmental Agencies

- Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at (800) 424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at (800) 877-8339 to access any of the phone numbers in this brochure.

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, Illinois 60604
(312) 886-6003

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street
Room 2944
Chicago, Illinois 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW
P-3206
Washington, DC 20410
(202) 755-1785

RENTAL PROPERTY INVENTORY AND CONDITION FORM

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. All items are presumed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. You and your Landlord may also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below:

A. <u>Exterior Items</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Mailbox		
Fences		
Lawn, Trees, and Shrubs		
Roof and Gutters		
Siding, Paint, and Drive		
Front Door		
Door Knob and Lock		
Weatherstripping		
Light and Bulb		
Side Door		
Door Knob and Lock		
Weatherstripping		
B. <u>Garage</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Walls		
Floor		
Garage Doors		
Exterior Door and Stop		
C. <u>Side Entry</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Door and Door Stop		
Door Locks and Knob		
Flooring		
Light Fixtures		
Plugs and Switches		
D. <u>Living Room</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Doors and Door Stops		
Door Lock and Knobs		
Flooring		
Windows and Screens		
Window Latches		
Plugs and Switches		
Closet Shelves and Rods		
E. <u>Dining Room</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Flooring		
Ceiling Fan		
Windows and Screens		
Window Latches		
Plugs and Switches		

F. <u>Kitchen and Breakfast</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Flooring		
Lights		
Windows and Screens		
Window Latches		
Plugs and Switches		
Cabinets and Handles		
Drawers and Handles		
Countertop		
Range		
Oven		
Racks		
Knobs		
Broiler		
Exhaust Vent		
Sink and Faucet		
Refrigerator		
Shelves and Drawers		
Butter Tray		
Light and Bulb		
G. <u>Hallway</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Doors and Door Stops		
Door Locks and Knobs		
Flooring		
Light Fixture		
Plugs and Switches		
H. <u>Basement Family Room</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Doors and Door Stops		
Door Locks and Knobs		
Flooring		
Lights		
Plugs and Switches		
I. <u>Master Bedroom</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Doors and Door Stops		
Door Locks and Knobs		
Flooring		
Lights		
Windows and Screens		
Window Latches		
Plugs and Switches		
Closet Shelves and Rods		

J. <u>Bedroom # 2</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Doors and Door Stops		
Door Locks and Knobs		
Flooring		
Lights		
Windows and Screens		
Window Latches		
Plugs and Switches		
Closet Shelves and Rods		
K. <u>Bedroom # 3</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Doors and Door Stops		
Door Locks and Knobs		
Flooring		
Lights		
Windows and Screens		
Window Latches		
Plugs and Switches		
Closet Shelves and Rods		
L. <u>Full Bathroom</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Door and Door Stop		
Door Lock and Knob		
Flooring		
Light Fixtures		
Windows and Screens		
Window Latches		
Plugs and Switches		
Closet Shelves and Rods		
Cabinet and Handles		
Countertop		
Sink and Faucet		
Tub/Shower and Faucet		
Toilet		
Towel Fixtures		
M. <u>Half Bathroom</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling and Walls		
Paint		
Door		
Door Lock		
Flooring		
Light Fixture		
Window and Screen		
Window Latch		
Plug and Switch		
Sink and Faucet		
Toilet		
Towel Fixture		

N. <u>Utility Room</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Walls	_____	_____
Paint	_____	_____
Doors and Door Stops	_____	_____
Door Locks and Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Plugs and Switches	_____	_____
W & D Connections	_____	_____
O. <u>Other</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Heat	_____	_____
Thermostat	_____	_____
Water Heater	_____	_____
Smoke Detectors	_____	_____
Water Shut-Off Located?	_____ yes _____ no	_____
P. <u>Number of Keys:</u>	<u>Received</u>	<u>Returned</u>
Door keys:	_____	_____

The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.

Cynthia V. Hastings

Date