

# Checkerboard Realty Lease Application

Printed and PDF fillable version

## **Application Instructions & Lease Process**

**Read, fill out and sign this complete document.** If you do not meet **any item** of the criteria you may be declined. You will also need to provide a copy of your current government issued **photo** identification, social security number or tax ID and **proof of income**. Missing or incomplete paperwork will result in your application **NOT** being processed. Rush applications are not accepted.

Use the checklist below to verify you have completed this application fully:

- ☐ Signed and Completed Application. Pages 1 through 18 are required to be completed and returned.
- ☐ Provide current government issued photo ID for all adults 18 years of age and over
- ☐ Provide Proof of Income.
- ☐ Payment for credit/background check will be made by money order or cashiers' check. Fee is \$40 per adult. **This fee is NON-REFUNDABLE.**

The application package should be put in a **sealed envelope** and delivered to Checkerboard Realty, Inc., 801 West Bay Dr., #420, Largo, FL, 33770. Give this to the 4<sup>th</sup> floor receptionist and they will notify me that it is there. Receptionist hours are Monday to Friday 8:30am to 5pm. The receptionist does not work for Checkerboard Realty and cannot answer questions about the application or leasing process. The credit/background check takes 1 to 2 business days.

Upon satisfactory completion of the credit and background you will be notified with an approval letter by email. A start date for the lease will be needed before the lease can be ordered. You will also be emailed the condo or HOA application if required. The lease will be ready in 2 to 3 business days. Upon notice you will have 24 hours to sign the lease and pay the deposit and fees or we will move on the next qualified application.

The charge for lease preparation is **\$25** and the charge for condo or HOA preparation is **\$15** (if applicable) payable to Checkerboard Realty by **money order or cashiers' check**. The condo or HOA application fee varies by community and is payable by personal check directly to the condo or HOA association. Some condo associations or HOA's also required a separate security deposit. Payment must be made directly to them. See the condo application for details.

At lease signing the following items are due:

- ☐ Security deposit made out to Checkerboard Realty in the form of a **money order or cashiers' check**
- ☐ Condo or HOA application with fee if required
- ☐ Condo/HOA security deposit if required

The condo /HOA application typically takes 10 to 14 business days for approval **and a** signed copy of the lease is required to go with the application. You may be required to attend an interview before approval or move in.

The first months' rent amount is due at move in. Proof of all required utility services must be established in your name before the keys will given.

## RESIDENT SELECTION CRITERIA

### PLEASE READ THIS CAREFULLY

1. All adult applicants, 18 or older, must submit a **fully completed**, dated and signed application form and fee. Each applicant must provide a current government issued photo identification at time of application. Applicant(s) may be required to be approved by a condo/homeowner's association and may have to pay an additional application fee(s) or additional security or damage deposit.
2. Married co-applicants must have a combined gross income (including rental income, alimony, child support, investment dividends, etc.) of at least three times the monthly rent amount. Individual single applicants must have income of at least 3 times the rent amount. Unmarried co-applicants must have individual gross income of at least 1.5 times the rent amount each. Proof of income is required and must be in the form of a business payroll or earnings statement showing the year-to-date gross income. Bank statements are not accepted for income reporting.
3. Self-employed applicants are required to provide 2 years of tax returns or 1099s showing gross income amount and non-employed individuals must provide verifiable proof of liquid assets equal to 1.5 times the annual rent amount.
4. All income sources must be verifiable as legally obtained funds. If the applicant(s) intends to use a voucher program for income, the income calculation will be in accordance with the local legal/ordinance rules.
5. Applicants will be required to pay a security deposit at the time of lease execution in a minimum amount of two months rent. We reserve the right to require a higher security deposit and/or additional prepaid rent.
6. Credit history and or Civil Court Records must not contain slow pays or late payments (last 5 years), judgments (last 5 years), eviction filing (last 5 years), accounts closed by credit grantor, unpaid balance charge offs or any active collections (or within the last 5 years), liens or bankruptcy within the past 5 years.
7. Criminal records must contain no convictions for felonies within the past 7 years involving the illegal manufacture or distribution of controlled or illegal substances. For other felony convictions, we will conduct individualized assessments that take into account mitigating factors, such as facts and circumstances surrounding the criminal conduct, age at time of conduct, evidence of good tenancy before and after conduct, nature & severity of conviction and the amount of time that has passed since the conviction. Criminal history which indicates that an applicant's tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of the owner or others may result in rejection of the application.

8. A minimum of two years verifiable residential rental history is required. Previous rental history reports from landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no unpaid NSF checks, and no damage to unit or failure to leave the property clean and without damage at time of lease termination. This application includes approval by the applicant(s) that we can obtain this information from previous landlords or management companies.
9. No pets, (with the exception of medically necessary pets for the benefit of the occupant(s)), of any kind are permitted without specific written permission of landlord in the lease document, an addendum to lease, a non-refundable pet fee acceptable to landlord and/or an additional pet deposit, pet rent or additional security deposit.
10. Mandatory minimum fees for cleaning, carpet cleaning, rekeying etc may be charged as per the lease. Resident(s) shall still be liable for amounts for damages, cleaning, re keying etc that exceed these minimum fees.
11. The number of occupants must be in compliance with HUD standards/guidelines for the applied for unit.
12. We may require a holding or good faith fee to be collected to hold a property off the market. In the event the application is approved and applicant fails to enter into a lease, the applicant shall forfeit this amount. In the event the application is approved, this deposit shall be applied to the required security deposit.
13. Any exceptions to our company's criteria will need to be submitted in writing for consideration. If approval is then given for such exceptions, additional security, co-signers, and/or additional advance rent payments may be required. We reserve the right to require or to decline a co-signer.

I have read the above criteria and understand these requirements.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_



Checkerboard Realty Inc

Checkerboard Realty Inc., 801 West Bay Dr., #420, Largo, FL, 33770

## Lease Application

### Primary Applicant

Property Applying for : \_\_\_\_\_

How many total occupants will there be \_\_\_\_\_ Desired length of lease \_\_\_\_\_

First Name : \_\_\_\_\_ Middle Initial : \_\_\_\_\_ Last Name : \_\_\_\_\_

Current Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Date of Birth : \_\_\_\_\_ SSN: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Phone : \_\_\_\_\_ Email: \_\_\_\_\_ ☐ Photo ID attached

☐ Proof of income attached

Current Employer : \_\_\_\_\_ Position: \_\_\_\_\_ Annual Income : \_\_\_\_\_

Start Date : \_\_\_\_\_ End Date: \_\_\_\_\_ Supervisor/HR Name and Phone Number: \_\_\_\_\_

Company Address: \_\_\_\_\_ Gross monthly income: \_\_\_\_\_

**Previous Employer :** \_\_\_\_\_ **Position:** \_\_\_\_\_ **Annual Income :** \_\_\_\_\_

**Start Date :** \_\_\_\_\_ **End Date:** \_\_\_\_\_ **Supervisor/HR Name and Phone Number:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_ **Gross monthly income:** \_\_\_\_\_

**Additional sources of Income :** \_\_\_\_\_ **Monthly Amount:** \_\_\_\_\_

## **Background Information**

Has anyone applying been arrested: ☐ Yes ☐ No

If Yes explain \_\_\_\_\_

Has anyone applying been convicted of a felony: ☐ Yes ☐ No

If Yes explain \_\_\_\_\_

Is anyone applying a registered or unregistered sex offender: ☐ Yes ☐ No

If Yes explain \_\_\_\_\_

Has anyone applying had an eviction filed against them: ☐ Yes ☐ No

If Yes explain \_\_\_\_\_

Has anyone applying been in a foreclosure filing: ☐ Yes ☐ No

If Yes explain \_\_\_\_\_

Has anyone applying filed for bankruptcy: ☐ Yes ☐ No

If Yes explain \_\_\_\_\_

## Other Applicants

Enter information for other applicants such as spouse, children, relative. Roommates should fill out separate applications.

### Secondary Applicant

First Name : \_\_\_\_\_ Middle Initial : \_\_\_\_\_ Last Name : \_\_\_\_\_

Current Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Date of Birth : \_\_\_\_\_ SSN: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Phone : \_\_\_\_\_ Email: \_\_\_\_\_ ☐ Photo ID attached

☐ Proof of income attached

Current Employer : \_\_\_\_\_ Position: \_\_\_\_\_ Annual Income : \_\_\_\_\_

Start Date : \_\_\_\_\_ End Date: \_\_\_\_\_ Supervisor/HR Name and Phone Number: \_\_\_\_\_

Company Address: \_\_\_\_\_ Gross monthly income: \_\_\_\_\_

## Occupants

Other occupants are minors related to the primary and secondary applicants.

First Name : \_\_\_\_\_ Last Name : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Relationship : \_\_\_\_\_

First Name : \_\_\_\_\_ Last Name : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Relationship : \_\_\_\_\_

First Name : \_\_\_\_\_ Last Name : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Relationship : \_\_\_\_\_

## Rental History

Enter the last 3 residences information.

### Current Residence

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Move in Date: \_\_\_\_\_ Move out date : \_\_\_\_\_ Rent/Mortgage amount : \_\_\_\_\_

Landlord Name or Property Owner : \_\_\_\_\_ Phone # : \_\_\_\_\_

Email Address: \_\_\_\_\_

Reason for leaving \_\_\_\_\_

### Previous Residence

If you have been at your current address for at least 4 years, we will not need previous address information.

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Move in Date: \_\_\_\_\_ Move out date : \_\_\_\_\_ Rent/Mortgage amount : \_\_\_\_\_

Landlord Name or Property Owner : \_\_\_\_\_ Phone # : \_\_\_\_\_

Email Address: \_\_\_\_\_

Reason for leaving \_\_\_\_\_

## Previous Residence

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Move in Date: \_\_\_\_\_ Move out date : \_\_\_\_\_ Rent/Mortgage amount : \_\_\_\_\_

Landlord Name or Property Owner : \_\_\_\_\_ Phone # : \_\_\_\_\_

Email Address: \_\_\_\_\_

Reason for leaving \_\_\_\_\_

## Other Information

### Emergency Contact

Name : \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone # : \_\_\_\_\_ Address: \_\_\_\_\_

Email : \_\_\_\_\_

**Vehicle Information** – some properties have parking limitations due condo/HOA rules.

### Vehicle 1 information

Make: \_\_\_\_\_ Model : \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

### Vehicle 2 information

Make: \_\_\_\_\_ Model : \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_



## Pet/Animal Information

Pets are not allowed in all properties due to HOA/condo restrictions. Please request information before applying. Condo Associations and Home Owner Associations may have their own rules and regulations in regards to pets and animals. Pet or animal may be contingent upon association approval. The prospect agrees to make a good faith effort in diligently complying with association approval process.

### Pet, Service Animal or Assistance Animal

Please tell us if this is a pet, service animal, assistance animal. The legal definition and rules for each classification are different. We use a third-party pet screening service. All prospects with animals must complete the profile using the below link to PetScreening.com. Use this link <https://app.petscreening.com/referral/llrlaEqT0xQf>

☐ Pet      ☐ Service Animal      ☐ Assistance animal

Type : \_\_\_\_\_ Breed: \_\_\_\_\_ Size: \_\_\_\_\_ Color: \_\_\_\_\_

Type : \_\_\_\_\_ Breed: \_\_\_\_\_ Size: \_\_\_\_\_ Color: \_\_\_\_\_

APPLICANT understands and agrees that multiple applications may be taken by Landlord or Management for the same property and Landlord or Management may approve who they wish even if multiple applicants qualify. APPLICANT represents that all of the statements and representations are true and complete, and hereby, authorizes verification of the above information, references and credit records. APPLICANT understands that an investigative consumer report including information about character, credit history, general reputation, personal characteristics, mode of living, and all public record information including criminal records may be made. APPLICANT agrees that false, misleading or misrepresented information may result in the application being rejected, will void a lease/rental agreement if any and/or be grounds for immediate eviction with loss of all deposits and any other penalties as provided by the lease terms if any. APPLICANT authorizes verification of all information by the Landlord and or Management Company. **NON REFUNDABLE CREDIT and BACKGROUND CHECK FEE**--APPLICANT(s) shall pay to Landlord and/or Management company a **NON REFUNDABLE FEE** for costs, expenses and fees in processing the application. **GOOD FAITH DEPOSIT: GOOD FAITH DEPOSITS will NOT** be collected while the application is being processed. Security deposit will only be collected after applicant is approved and at the time of lease signing. APPLICANT understands that other applications may be processed and another approved APPLICANT may be chosen. If APPLICANT is approved and chosen, but fails to sign the lease within 3 days of verbal and/or written approval and/or take possession after lease signing, the Landlord or Management may cancel the approval and choose another APPLICANT. **FULL GOOD FAITH DEPOSIT** shall be forfeited to the Landlord or Management in addition to any penalties as provided in the lease if the lease has been signed by the APPLICANT and the APPLICANT does not take possession. Keys will be furnished only after lease and other rental documents have been properly executed by all parties and only after applicable rent, fees, deposits, utility accounts and security deposits have been paid. This application is preliminary only, in no way implies that a particular rental unit shall be available and in no way obligates Landlord or Management to execute a lease or deliver possession of the proposed premises to the APPLICANT. **Landlord or Management may withdraw approval even after approval at any time before a lease agreement is fully executed for any reason.**

Check the following items to agree:

☐ I authorize the release of information from all current and/or previous landlords, employers and/or bank representatives. This investigation is for the purpose of evaluating my worthiness of tenancy and all information that is compiled in this background investigation is strictly confidential and will not be shared with any other party. I hereby hold my current and former Employers, current and former landlords, Checkerboard Realty, Inc., Landlord or any of its agents free and harmless of any liability for any damages arising out of any improper use of this information.

☐ Tenants are strongly urged to secure insurance for personal property

☐ I have received a sample copy of the lease and I have reviewed it.

☐ I authorize Checkerboard Realty Inc to allow sending notifications, leases and documents to sign by email , Docusign or other automated on line methods.

☐ Applicant understands that periodic inspections of the property may be required.

☐ In addition to rent the applicant understands that an additional monthly fee of \$20 may be charged for resident amenity services (AC filters) or \$45 for Resident Benefit Package.

## Signatures

All adults must sign the application.

Signature #1 \_\_\_\_\_ Date : \_\_\_\_\_

Signature #2 \_\_\_\_\_ Date : \_\_\_\_\_

Date received: \_\_\_\_\_

Fee amount received: \_\_\_\_\_

Notes: \_\_\_\_\_



Ver 10/23

## No Brokerage Relationship Disclosure



### NO BROKERAGE RELATIONSHIP NOTICE

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.**

As a real estate licensee who has no brokerage relationship with you, \_\_\_\_\_

Checkerboard Realty, Inc. and its associates  
owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Copy returned to Customer on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

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DATE \_\_\_\_\_

CUSTOMER NUMBER \_\_\_\_\_

**TENANT INFORMATION FORM**I / We \_\_\_\_\_, prospective  
tenant(s) / buyer(s) for the property located at \_\_\_\_\_,

Managed By: \_\_\_\_\_ Owned By: \_\_\_\_\_,

Hereby allow TENANT CHECK LLC and or the property owner / manager to inquire into my / our credit file, criminal, and rental history as well as any other personal record, to obtain information for use in processing of this application. I / we understand that on my / our credit file it will appear the TENANT CHECK LLC has made an inquiry. I / we cannot claim any invasion of privacy or any other claim that may arise against TENANT CHECK LLC now or in the future.

**PLEASE PRINT CLEARLY****TENANT INFORMATION:**

SINGLE \_\_\_\_\_ MARRIED \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVER LICENSE #: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

LANDLORD &amp; PHONE: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

GROSS MONTHLY INCOME: \_\_\_\_\_

LENGTH OF EMPLOYMENT: \_\_\_\_\_

WORK PHONE NUMBER: \_\_\_\_\_

HAVE YOU EVER BEEN ARRESTED?  
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?  
(CIRCLE ONE) YES NO

**SIGNATURE:** \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**SPOUSE / ROOMMATE:**

SINGLE \_\_\_\_\_ MARRIED \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVER LICENSE #: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

LANDLORD &amp; PHONE: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

GROSS MONTHLY INCOME: \_\_\_\_\_

LENGTH OF EMPLOYMENT: \_\_\_\_\_

WORK PHONE NUMBER: \_\_\_\_\_

HAVE YOU EVER BEEN ARRESTED?  
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?  
(CIRCLE ONE) YES NO

**SIGNATURE:** \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**TENANT CHECK HOURS OF OPERATION:****MONDAY - FRIDAY : 9:00 a.m. - 5:30 p.m.****SATURDAY : 11:00 a.m. - 4:00p.m.**

ALL ORDERS RECEIVED AFTER 3:00 p.m. (2:00 p.m. on Sat.) WILL BE PROCESSED THE  
NEXT BUSINESS DAY

**email@tenantcheckllc.com**

**IF THE WRONG SOCIAL SECURITY NUMBER IS SUBMITTED, A  
SECOND APPLICATION FEE WILL BE CHARGED TO RE-PULL THE  
REPORT.**

A CREDIT REPORTING SERVICE PROVIDING CREDIT REPORTS FOR  
REALTORS / PROPERTY MANAGERS / APARTMENT COMPLEXES /  
MOBILE HOME PARKS / CONDOMINIUM ASSOCIATIONS / EMPLOYERS

# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND 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 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.*

**Lessor's Disclosure** (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

\_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

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

\_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement** (initial)

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

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

**Agent's Acknowledgement** (initial)

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

**Certification of Accuracy**

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

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent of Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

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

## TENANT ACKNOWLEDGEMENT FORM

Tenant and Owner agree to the following in regards to the lease on the property located at [Address.FullAddress()]  
between [ContactList()] (Tenant) and [Property.OwnerList()] (Landlord).

Checkerboard Realty reserves the right to charge tenants for the following services if rendered according to the rate table below:

| Service Provided                            | Description  | Fee Charged  |
|---|--|--|
| Lease renewal                               | Renewal of lease charge to tenant  | \$45.00  |
| Filter program or Resident Benefits Package | AC filter delivered monthly or Resident Benefits Package   | \$20 per month or \$45 per month                       |
| Posting of Notices for lease violations     | Posting or serving of 3 and 7 day notices as per lease terms   | \$35.00 per incident                                   |
| Tenant Addition                             | Charged when adding a new tenant to lease  | \$50 per tenant plus normal credit and background fees |
| Missed Appointment                          | Charged when tenant does not meet vendor for scheduled service appointment   | \$50.00 per incident                                   |
| Remarketing of Property                     | Charged when tenant vacates lease early with owner permission to advertise and show property for new tenant prospects.                                       | \$200.00 one time charge                               |
| Expediting Service                          | Charged when tenant does not return lease or renewal offers after passed due date.   | \$35.00 per incident                                   |
| Eviction administration fee                 | Charged to tenant if eviction is filed   | \$150.00 per lease                                     |
| Failure to Allow Showing                    | Charged when tenant fails to agree to show property to future tenants after notice of vacating has been given or property has been listed for sale by owner. | \$100.00 per incident                                  |
| Lock Out Service                            | Charged when tenant requests assistance with lock out after business hours (if available).   | \$75.00 per incident                                   |
| Lost Key                                    | Charged when tenant requests replacement for lost key(s) during business hours.  | \$35.00 per incident                                   |

Date

Landlord

\_\_\_\_\_

\_\_\_\_\_

Date

Landlord

\_\_\_\_\_

\_\_\_\_\_

Date

Tenant

\_\_\_\_\_

\_\_\_\_\_

Date

Tenant

\_\_\_\_\_

\_\_\_\_\_

## **RESIDENT BENEFITS PACKAGE LEASE ADDENDUM**

The Checkerboard Realty Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$45.00 per month, payable with Rent and defined as additional rent.

Tenant, Landlord and Checkerboard Realty mutually agree that the Resident Benefits Package is as defined in this Addendum and variations of inclusions may exist due to property specifications and availability of services. The Resident Benefits Package shall be in effect as long as Checkerboard Realty is managing the home. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the Resident Benefits Package are discontinued and/or unavailable due to property-specific limitations, availability of services or any other reasons. Landlord and/or Checkerboard Realty may have business relationships or affiliations with vendors and suppliers of services or products to the Tenant and may receive financial or other benefits from that relationship or affiliation.

**HVAC FILTER DELIVERY:** Tenant shall receive dated HVAC filter(s) delivered to their home approximately every 30 days for Tenant's convenience if the property has an HVAC system with disposable filters. Tenant shall properly install the filter that is provided within two (2) days of receipt and take a photo of the filter and the date. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee or other fee to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system with disposable filters, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the Resident Benefits Package.

**CREDIT BUILDING:** Landlord shall provide credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

**RENTERS INSURANCE REQUIREMENTS & PROGRAM:** The Landlord requires Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by Checkerboard

Realty for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

Option 2: Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

**Please be sure that your policy meets the following criteria prior to submitting:**

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and legal liability
- **Checkerboard Realty is listed as additional interest**
- **Checkerboard Realty address is listed as: PO Box 660121 Dallas, TX 75266**

It is Tenant's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

**\$1M IDENTITY PROTECTION:** By executing this agreement, you are agreeing to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at [www.identityguard.com/www.aura.com](http://www.identityguard.com/www.aura.com).

**RESIDENT REWARDS:** Tenant shall have access to the resident rewards program. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of Landlord.

**MOVE-IN CONCIERGE SERVICE:** Tenant shall have a concierge service available to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.

**HOME BUYING ASSISTANCE:** Checkerboard Realty is a Licensed Real Estate Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

**ONLINE PORTAL ACCESS:** Tenant shall have convenient online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

**FREE ONLINE RENT PAYMENT:** Tenant can make rental payments free of additional charge by using their Tenant Portal to initiate ACH and automatic ACH transactions. Rental payments using cash may also be made by Tenant at participating retailers (as applicable) for a service fee at the Tenant's expense. Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist.



**24-HOUR MAINTENANCE COORDINATION SERVICE:** Tenant will be able to conveniently and easily report maintenance concerns outside of normal business hours via the online Tenant Portal.

**VETTED VENDORS:** Most third-party vendors performing services at the Property shall be from Checkerboard Realty approved vendor network and are vetted for quality service and professionalism. However, not all vendors will be from Checkerboard Realty approved vendor network. Examples include but are not limited to vendors assigned by warranty service providers and vendors selected by Landlord outside of Checkerboard Realty approved vendor network.

|        |       |
|--------|-------|
| _____  | _____ |
| Tenant | Date  |

|        |       |
|--------|-------|
| _____  | _____ |
| Tenant | Date  |

|          |       |
|----------|-------|
| _____    | _____ |
| Landlord | Date  |

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1 in 4 Americans are victims of identity fraud. All adult leaseholders get \$1M coverage backed by AIG, monitoring through IBM's Watson, and a dedicated, US-based Identity Restoration Specialist.



### Resident Rewards Program

Rent day is now rewards day. You'll get cash, giftcards, and exclusive discounts you can use to save up to \$4500/year on everyday expenses.



### 24/7 Maintenance Coordination

It always seems like things happen after hours. This makes reporting those pesky maintenance issues easy and fast either online or by phone.



### Home Buying Assistance

For those who want to move onto homeownership, we'll help you get there.



### Online Portal

Access your documents and pay rent through our easy to use online portal.



### Credit Building

We report every rent payment so you build credit. Average increases of 23 to 42 points in resident scores, so you can qualify for more and save hundreds. We can report up to the past 24 months for an immediate boost.



### Renters Insurance

We've secured the industry-leading value policy from an A-rated carrier. You'll benefit by being added to our master policy so all of your insurance requirements in the lease are met. If you want a retail individual policy, you can still get that at any time.



### Move-In Concierge

One call sets up utility, cable, and internet services – and helps you get the best promos and discount codes available.



### Vetted Vendor Network

Everyone who services your home is screened to exceed our standards for insurance, licensing, and professionalism for the job.



More

## RESIDENTIAL LEASE

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Owner Name**, hereinafter referred to as the LANDLORD, and **Tenant Names** hereinafter referred to as the TENANT, concerning the lease of the following described property: **ADDRESS** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

**TERM OF LEASE:** **January 15th, 2021 to December 31st, 2021.** If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Occupants Names** . A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**PRORATED RENT:** TENANT agrees to pay the sum of **\$0000.00** as pro-rated rent for the period January 15<sup>th</sup> 2021 to January 31<sup>st</sup>, 2021.

**RENT:** TENANT agrees to pay the monthly rent amount of **\$0000.000** on the **1st** day of each month in advance without demand at **CHECKERBOARD REALTY, INC., 801 West Bay Drive, Suite 420, Largo, FL 33770** Phone number **(727) 391-4434** Emergency phone number **(727) 391-4434**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **\$50.00** plus **\$5.00** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **2nd** day of each month. At any time prior to or during the lease term, LANDLORD, upon written notice to TENANT by mail, email, or text may change the method in which TENANT is to pay the rent or any other sums owed under the Lease agreement and any addenda, and, TENANT agrees to use the method determined by LANDLORD beginning with the next payment due. TENANT acknowledges the event electronic payments and/or direct deposits are permitted, LANDLORD reserves the right to suspend or terminate electronic payments and/or direct deposit arrangements in the event of default by TENANT under this lease and to demand payment at a physical address. Cash payments are not accepted. If TENANT'S payment is dishonored, all future payments must be made by money order or cashier's check; dishonored payments will be subject to the greater of 5% of the payment amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of **\$0,000.00**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. Security deposit refunds or other refunds, if any, are normally made in one payment in the names of all TENANTS, but LANDLORD has the option to divide the refunds, if any, into equal amounts made payable to each individual TENANT. All refunds, if any, shall be made by mail or electronically, at the option of the LANDLORD. The security deposit (and advance rent, if applicable)

will be held in the following manner: Deposited in a separate non-interest bearing account with **Wells Fargo Bank, 2515 West Bay Drive, Belleair Bluffs, FL 33770.**

**Your lease requires payment of certain deposits. The LANDLORD may transfer advance rents to the LANDLORD'S account as they are due and without notice. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit. The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD'S intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any. If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund.**

**You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.**

**This disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.**

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his or her intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to -----. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he or she forfeits his or her right to impose a claim upon the security deposit.

(b) Unless the TENANT objects to the imposition of the LANDLORD'S claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his or her claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his or her right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause of the defendant.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or the landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provision in Chapter 475 and in other sections of the Florida Statutes.

**ASSIGNMENTS/SUBLETTING:** TENANT shall not assign this lease, transfer any interest, advertise or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises, and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT permitted on the premises. TENANT shall not place or use any above ground pools of any

size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without LANDLORD'S prior written consent.

**SMOKING:** Smoking or vaping of any substance is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking or vaping on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking or vaping on the premises, TENANT will be fully responsible for eradication of smoke related or vaping related odors and repair of any damage due to the smoking or vaping. TENANT agrees that smoke or vaping related damages will in no way be considered ordinary wear and tear.

**RISK OF LOSS:** All TENANTS' personal property in and on the premises including but not limited to vehicles shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, trees and branches, flood, rain or wind damage, electrical surges, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **TENANT is strongly urged to secure insurance for personal property.**

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S or guest(s) violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT or guest to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fees or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S or guest(s) actions or inactions result in any fines, attorney's fees, costs or charges from a landlord association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**ATTORNEY'S FEES:** The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: **LIST INCLUDED UTILITIES.** The TENANT agrees to pay all charges and deposits for **all** other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for nonessential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the municipality or county decides to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. TENANT is responsible for any cost related to the

installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if TENANT chooses to have phone land line service and/or cable service.

**VEHICLES:** Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises: 2003 Honda Element and 2005 Honda Civic.

**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT is responsible for the expense of any service calls requested by TENANT deemed to be unwarranted or unnecessary by the service technician, or if the service technician deems the service call need is due to the TENANT'S misuse, or if the service technician is unable to gain access due to TENANT'S actions, even if the other terms of this lease would ordinarily make the LANDLORD responsible for such a service call charge. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, LIGHT BULBS and SMOKE ALARM BATTERIES.** Unless otherwise stated in the lease, LANDLORD shall not be responsible for any exterior extermination. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance needed in writing. Unauthorized repairs or other work or services conducted by or through TENANT on the premises will constitute a default under this lease and TENANT will not be compensated by LANDLORD for any unauthorized repair or other work or services conducted on the premises by or through TENANT. TENANT agrees that they shall immediately test each smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the refrigerator has a water filter, TENANT shall be responsible for purchasing and changing the water filter, as needed. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred. Examples of items that should not be flushed down the toilet(s) or sent down other plumbing drains, include, but are not limited to, wipes, "flushable" wipes, sanitary napkins, feminine products, diapers, refuse, dental floss, grease, coffee grounds, or paper towels. **LANDLORD will have HVAC filters delivered to the rental premises approximately every 30 days. TENANT shall properly install the filter that is provided within two (2) days of receipt. TENANT hereby acknowledges that the filters will be dated and subject to inspection by LANDLORD upon reasonable notice to verify replacement has been timely made. If at any time TENANT is unable to properly or timely install a filter, TENANT shall immediately notify LANDLORD in writing. TENANT'S failure to properly and timely replace the filters is a material breach of this agreement, and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT, and TENANT shall be liable to LANDLORD for all damages to the property, A/C or heating system caused by TENANT'S neglect or misuse.**

**VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event all keys are not returned upon move-out, there will be a minimum charge to be deducted from the security deposit in the amount of \$50.00.

**RENEWAL:** LANDLORD or TENANT shall have 60 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT,

and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

**RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showings, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. In the event of any vandalism or other intentional damage on the premises, LANDLORD is not responsible for the replacement or repair of any damaged items, including but not limited to windows, screens, doors or locks. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT shall both install and take down same in the event there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect; LANDLORD has the right, but not the obligation, to install shutters or take other protective actions.

**MOLD:** LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons, or if it is determined by an HVAC professional or air quality specialist that TENANT is failing to use the air conditioning adequately or causing other conditions conducive to mold or mildew growth. LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 days' written notice and hold TENANT responsible for any damages caused by mold or mildew.

**WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, or TENANT'S agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, or TENANT'S agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

**MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

**RADON GAS:** State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**ADDITIONAL STIPULATIONS:**  
INCLUDE ADDITIONAL STIPULATIONS.

**ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:**  
**MOLD ADDENDUM**

**SAMPLE**



## ***SIGNATURE PAGE***

\_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_ OWNER

# SAMPLE

**This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428**

## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN OWNER NAME (LANDLORD) AND TENANT NAMES (TENANTS) FOR THE PREMISES LOCATED AT ADDRESS.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** TENANT(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. LANDLORD RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF THE UNIT HAS AIR CONDITIONING.

## MOLD ADDENDUM TO LEASE

### TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS SHUT
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS

- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

# SAMPLE

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or if an HVAC professional or air quality specialist determines that TENANT(S)' actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that LANDLORD may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to TENANT(s) failure to notify LANDLORD of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and LANDLORD shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to OWNER for damages sustained to the Leased Premises. TENANT(S) shall hold OWNER and AGENT harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises is or was managed by an AGENT of the OWNER, TENANT(S) shall hold AGENT harmless and shall look solely to the property OWNER in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

# SAMPLE

29

# Simple Steps To Protect Your Family From Lead Hazards

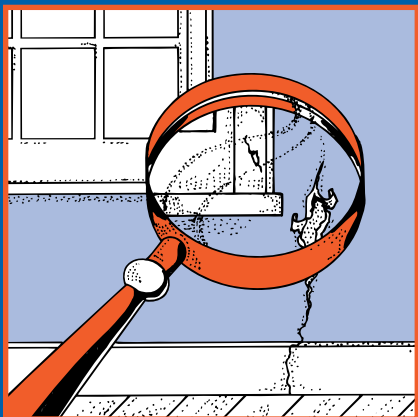
## **If you think your home has high levels of lead:**

- ◆ 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 1-800-424-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.



**Recycled/Recyclable**

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# Protect Your Family From Lead In Your Home



 **EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

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

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based 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 6) before renting, buying or renovating pre-1978 housing.

**F**ederal 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

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

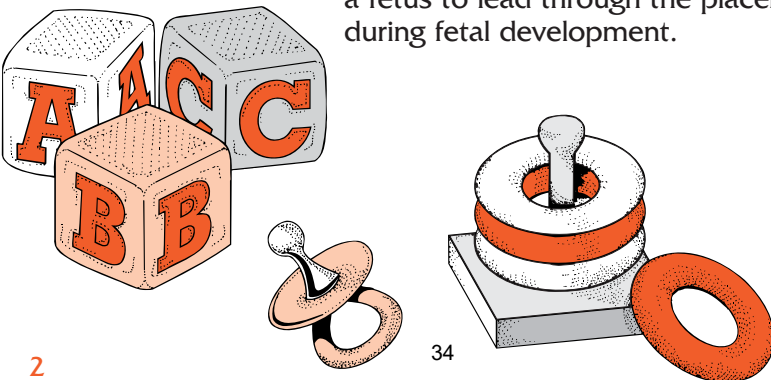
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**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.



## 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:

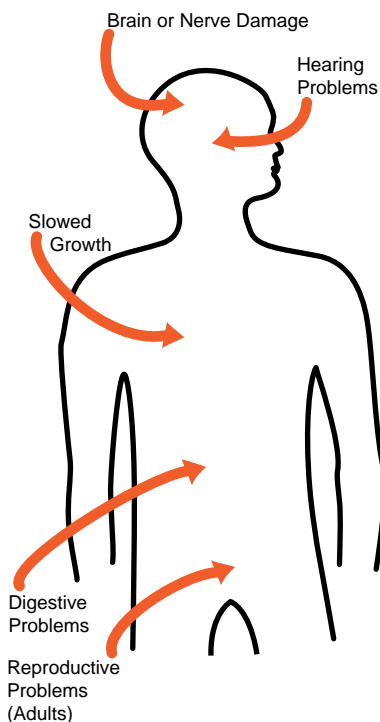
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based 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.)

## Checking Your Family for Lead

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

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**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.

## Identifying Lead Hazards

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**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.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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# Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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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 bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

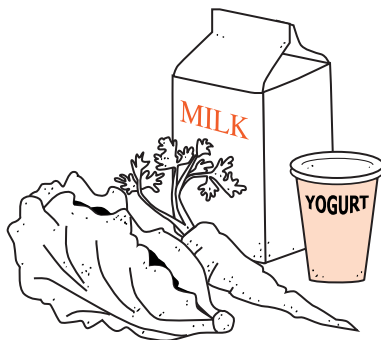
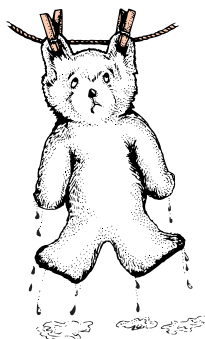
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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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

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**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.**



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.



# Remodeling or Renovating a Home With Lead-Based Paint

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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 1-800-424-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.



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

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## Other Sources of Lead

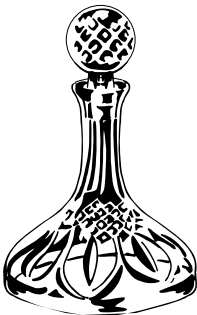
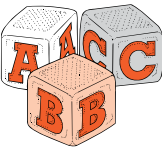
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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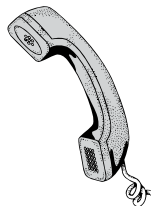
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in 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.

## For More Information

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### The National Lead Information Center

Call **1-800-424-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](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.



### EPA's Safe Drinking Water Hotline

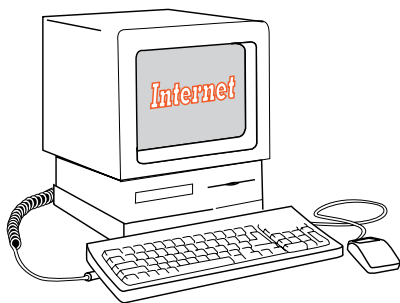
Call **1-800-426-4791** for information about lead in drinking water.

### 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 **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://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](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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

## EPA Regional Offices

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

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (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 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

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

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

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

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

# CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

## **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

## **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

## **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

# HUD Lead Office

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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

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND 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 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.*

**Lessor's Disclosure** (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

\_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

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

\_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement** (initial)

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

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

**Agent's Acknowledgement** (initial)

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

**Certification of Accuracy**

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

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent of Lessor Date

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