

# Checkerboard Realty Lease Application

Printed 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 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
- 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. 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.

The charge for lease preparation is **\$25** and the charge for condo or HOA prep 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 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 electric service must be established in your name before the keys will given.

## RESIDENT SELECTION CRITERIA

1. All Adult applicants 18 or older must submit a **fully completed**, dated and signed residency application form and fee. Applicant must provide proof of identity at time of application. Applicant may be required to be approved by a condo/homeowner's association and may have to pay an additional application fee or an additional security or damage deposit.
2. Applicants must have a combined gross income of at least three times the monthly rent. We reserve the right to require or decline a co signer. A minimum of two years verifiable residential rental history is required.
3. 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.
4. 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), any active collections (or within the last 5 years), liens or bankruptcy within the past 5 years.
5. Self employed applicants may be required to produce upon request 2 years of tax returns or 1099s and non employed individuals must provide verifiable proof of income.
6. All sources of other income must be verifiable if needed to qualify for a rental unit.
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. 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.
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 or additional security deposit. Fees and deposits are waived for medically necessary pets.

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 deposit 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 deposit. 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 to the rental agent for consideration. If approval is then given for such exceptions, additional security, co-signers, and/or additional advance rent payments may be required.

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

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

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

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

# Personal Information

Enter information for primary contact

## General information

Enter information for Primary contact

Property Applying For

**First Name**

**Middle Name**

**Last Name**

**Street Address**

**City**

**State / Zip**

**Date of Birth**

**SSN**

**Marital Status**

**Primary Phone #**

**Email**

**Photo ID attached?**

**Proof of Income attached?**

**Current employer name**

**Position**

**Annual Income**

**Start Date**

**End date**

**Work Phone**

**Supervisor**

**Total Gross monthly income including all sources**

**Company Phone #**

**Company Address**

**Notes**

**Notes**

## Background History

Enter any criminal history information for applicants

**Has anyone applying ever been arrested?**

**Yes or No**

Please explain any Yes answers

**Has anyone applying ever been convicted of a felony? Yes or No**

Please explain any Yes answers

**Has anyone applying ever had an eviction filed against you? Yes or No.**

Please enter any information on filed evictions

## Other Applicants

Enter information for other applicants. Roommates should complete a separate application.

### Occupant 1

Other applicants can be spouse, children, relative. Roommates should complete separate applications.

First Name & Initial

Last Name

Relationship

Date of Birth

SSN

**Photo ID attached?**

**Proof of income attached?**

Email

Phone #

Gross monthly income

Current employer name

Start date

End date

Position

Annual income

Supervisor

Company Phone #

Company Address

Notes

## Occupant 2

First Name & Initial

Last Name

Relationship

Date of Birth

SSN

Photo ID attached?

Proof if Income attached?

Email

Phone #

Gross monthly income

Current employer name

Start Date

End Date

Position

Annual Income

Supervisor

Company Phone #

Company Address

## Occupant 3

Minor occupants only

First Name

Last Name

Date of Birth

Relationship

## Occupant 4

Minor occupants only

First Name

Last Name

Date of Birth

Relationship

## Occupant 5

Minor occupants only

First Name

Last Name

Date of Birth

Relationship

Notes

Notes

Notes

# Rental History

Enter last 3 residences information

## Current Residence

**Street Address**

**City**

**State / Zip**

**Move In**

**Move Out**

**Rent/Mortgage Amount**

**Landlord Name or Owned Property**

**Landlord Phone**

**Reason for leaving**

## Previous Residence

**Street Address**

**City**

**State/ Zip**

**Move In**

**Move Out**

**Rent/Mortgage Amount**

**Landlord or Owned Property**

**Landlord Phone**

**Reason for leaving**



## Previous Residence

Street Address

City

State / Zip

Move In

Move Out

Rent/Mortgage Amount

Landlord or Owned Property

Landlord Phone

Reason for leaving

## Other Information

Vehicle, emergency contact info

### Vehicle Information 1

Make

Model

Year

Description (Color Etc.)

License Plate #

State

### Vehicle Information 2

Make

Model

Year

Description (Color Etc.)

License Plate #

State

## Emergency Contact

Name

Relationship

Mobile Phone

Home Phone

Email address

Address

## Pet Information

Pets are not allowed in all properties due to HOA/condo restrictions. Please request information before applying.

### Service Animal or Assistance Animal

Please tell us if this is a service or assistance animal versus a pet.

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>

**Service Animal**

**Assistance Animal**

### Pet Info

Type

Breed

Size (lbs.)

Color

Type

Breed

Size (lbs.)

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.**

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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.

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# Signatures

All adults must sign the application

## Signatures

Signature #1

Date

Signature #2

Date

Signature #3

Da



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**

<b><u>TENANT INFORMATION:</u></b>	<b><u>SPOUSE / ROOMMATE:</u></b>
SINGLE _____ MARRIED _____	SINGLE _____ MARRIED _____
SOCIAL SECURITY #: _____	SOCIAL SECURITY #: _____
FULL NAME: _____	FULL NAME: _____
DATE OF BIRTH: _____	DATE OF BIRTH: _____
DRIVER LICENSE #: _____	DRIVER LICENSE #: _____
CURRENT ADDRESS: _____ _____ HOW LONG? _____	CURRENT ADDRESS: _____ _____ HOW LONG? _____
LANDLORD & PHONE: _____	LANDLORD & PHONE: _____
PREVIOUS ADDRESS: _____ _____ HOW LONG? _____	PREVIOUS ADDRESS: _____ _____ HOW LONG? _____
EMPLOYER: _____	EMPLOYER: _____
OCCUPATION: _____	OCCUPATION: _____
GROSS MONTHLY INCOME: _____	GROSS MONTHLY INCOME: _____
LENGTH OF EMPLOYMENT: _____	LENGTH OF EMPLOYMENT: _____
WORK PHONE NUMBER: _____	WORK PHONE NUMBER: _____
HAVE YOU EVER BEEN ARRESTED? (CIRCLE ONE)      YES      NO	HAVE YOU EVER BEEN ARRESTED? (CIRCLE ONE)      YES      NO
HAVE YOU EVER BEEN EVICTED? (CIRCLE ONE)      YES      NO	HAVE YOU EVER BEEN EVICTED? (CIRCLE ONE)      YES      NO
<b>SIGNATURE:</b> _____	<b>SIGNATURE:</b> _____
PHONE NUMBER: _____	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

## TENANT ACKNOWLEDGEMENT FORM

Tenant and Owner agree to the following in regards to the lease on the property located at \_\_\_\_\_ between \_\_\_\_\_ (Tenant) and \_\_\_\_\_ (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
Posting of Notices for lease violations	Posting or serving of 3 and 7 day notices as per lease terms	\$35.00 per incident
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
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  
\_\_\_\_\_



## SAMPLE RESIDENTIAL LEASE

This agreement, made this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_, between **Sample Owner**, hereinafter referred to as the LANDLORD, and **Sample Tenant** hereinafter referred to as the TENANT, concerning the lease of the following described property: **1234 Sample St., Sample City, FL 12345** 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: May 01, 2019 to April 30, 2020.** 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. **(IN THIS SECTION HERE WE INSERT AN OPTIONAL TERMINATION ON SALE CLAUSE IF YOU SELECT)**

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **(HERE ALL TENANTS AND MINOR OCCUPANTS ARE LISTED)**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**RENT:** TENANT agrees to pay the monthly rent amount of **\$1,000.00** plus any applicable sales tax as rent on the **1st** day of each month in advance without demand at **SAMPLE COMPANY, 7890 Sample St., Sample City, FL 33999** Phone number **(800) 253-8428** Emergency phone number **(800) 253-8428**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **\$100.00** plus **N/A** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **4th** day of each month. TENANT acknowledges in 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 by certified mail.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval. **(IF YOU SELECT, A PET ADDENDUM GETS ATTACHED)**

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of **\$1,000.00**, 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. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with **(THIS IS WHERE YOU OR THE OWNER'S BANK NAME AND ADDRESS APPEARS IF KNOWN AT TIME OF LEASE)**. **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 last known mailing address of his 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 forfeits his 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 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 right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(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 other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

**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 filed 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: (IN THIS SECTION, BASED ON YOUR SELECTION, THE SMOKING OR NONSMOKING RULES/CONDITIONS ARE INSERTED)**

**RISK OF LOSS:** All TENANTS' personal property 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, flood, rain or wind damage, 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 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 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 fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo 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: **(IN THIS SECTION, BASED ON YOUR SELECTION AT INPUTTING, WE INSERT THE LANDLORD'S UTILITY RESPONSIBILITIES)**. 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 non-essential 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: **(BASED ON THE INPUT**

**FORM, THIS IS WHERE VEHICLES ARE LISTED).**

**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: (IN THIS SECTION THE TENANT'S RESPONSIBILITIES ARE SET FORTH BASED ON YOUR INPUT FORM).** 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 need or repair in writing. 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.

**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 THIS SECTION, WE HAVE THE OPTIONAL CARPET CLEANING CHARGES, KEY CHARGES OR CLEANING CHARGES AS YOU SELECT)**

**RENEWAL:** LANDLORD or TENANT shall have **(BASED ON YOUR INPUT, THIS IS HOW MANY DAYS THE TENANT MUST GIVE)** 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 showing, 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. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if 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.

**MOLD:** LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event LANDLORD in its sole judgment feels that either 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 TENANT(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold professional that TENANT is failing to use the air conditioning, and this is causing mold or mildew, LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 Days' 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, his 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, his 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:**

*(IN THIS SECTION ARE SPECIAL STIPULATIONS THAT YOU MAY DESIRE)*

**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 (THIS IS ATTACHED)**

**PET ADDENDUM (THIS IS ATTACHED IF APPROPRIATE)**

**SIGNATURE PAGE**

\_\_\_\_\_ TENANT  
Sample Tenant

\_\_\_\_\_ OWNER  
Sample Owner

**SAMPLE**

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428  
Reference #770555

## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Sample Owner (OWNER OR AGENT) AND Sample Tenant (TENANTS) FOR THE PREMISES LOCATED AT 1234 Sample St., Sample City, FL 12345.

**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. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

### 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 AJAR
- 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

**TENANT(S) AGREE TO REPORT IN WRITING:**

- 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

**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:** OWNER or AGENT reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event OWNER or AGENT in its sole judgment feels that either 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 TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that OWNER or AGENT 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 OWNER or AGENT of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and OWNER or AGENT 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.

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428  
Reference #770555

# PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

1. Additional monthly fee of \$\_\_\_\_\_ is added to the monthly rent as additional rent.
2. A **non-refundable fee** of \$\_\_\_\_\_ is paid by Tenant(s).
3. Additional security deposit of \$\_\_\_\_\_ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. **ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.**
5. Pet(s) must be kept on a leash at all times while it is outside of the premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.
6. Pet(s) must weigh under the weight limit of \_\_\_\_\_ **lbs.** at all times. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement.
7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
8. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the **sole discretion** of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) **7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent.** In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

## DESCRIPTION OF PET(S)

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_ LBS \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_ LBS \_\_\_\_\_





# Simple Steps To Protect Your Family From Lead Hazards

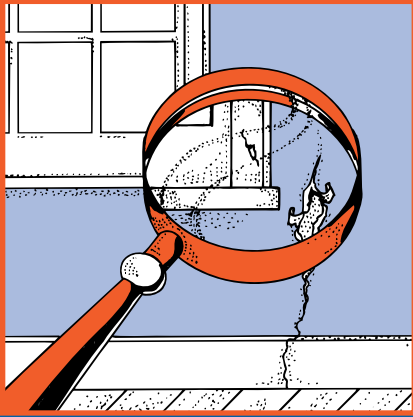
## If you think your home has high levels of lead:

- ◆ 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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(minimum 50% postconsumer) process chlorine free.



# 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:**

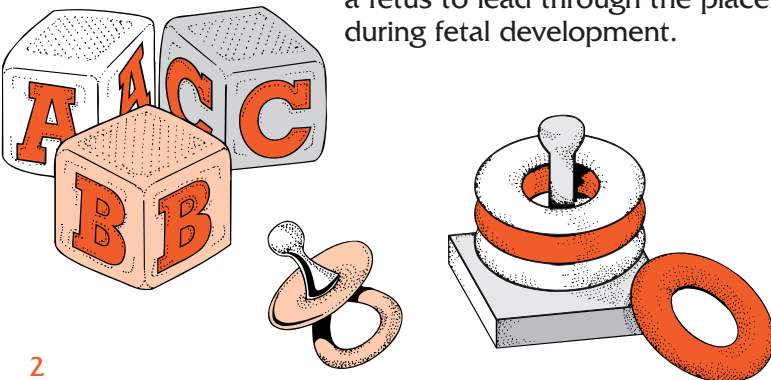
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**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:

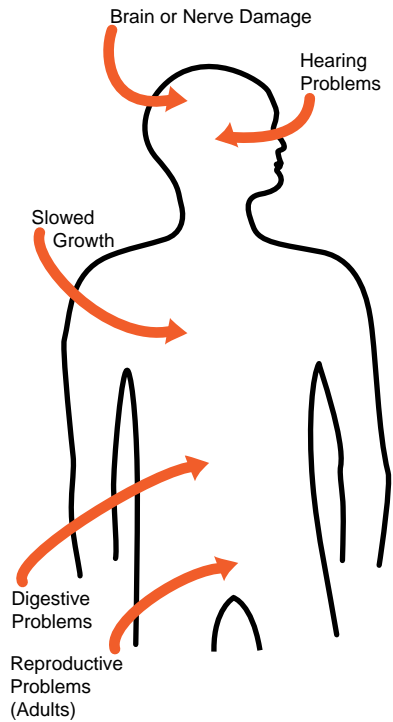
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.

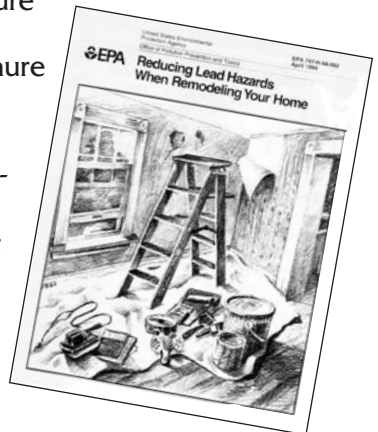
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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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

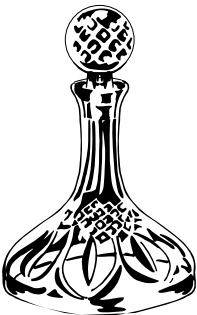
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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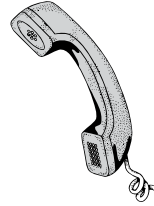
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

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