

# RESIDENTIAL LEASE

FOR

## GARDENS OASIS LOBO, TEXAS 77591

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This lease agreement governs the residential real property commonly known as Gardens Oasis, Lobo, Texas 77591 further described in section I (the “**Premises**”) and is between Jola LLC (the “**Landlord**”), and Garden Tenant name:, (the “**Tenant**”). This agreement will be referred to as the “**Lease.**”

The only persons who may live on the Premises during the term of this Lease are:

- Garden Tenant name:

Subject to applicable laws, no other person may live on the Premises during the term of this Lease without the Landlord’s prior written consent.

Occupancy by any guest of the Tenant for more than seven days in one calendar month is prohibited without the Landlord’s express written consent and will be considered a breach of this Lease.

### I. PREMISES

Subject to the terms and conditions set forth below, and in consideration of the payments provided in this Lease, the Landlord leases to the Tenant for residential purposes only, the Premises, One Garden at Gardens Oasis, including the furnishings described in section I (a), the appliances described in section I (b), exclusive use of the parking spaces described in section I (c), and use of the storage space described in section I (d). The Tenant has no equitable interest in the Premises.

**(a) Personal Property.** The Premises does not include furnishings.

**(b) Appliances.** The Premises does not include appliances.

**(c) Parking.** The Tenant is entitled to use parking space(s) for the parking of a motor vehicle(s) owned or operated by the Tenant, as described on **Schedule B**. The Tenant shall inform Landlord of the make, model, and license plate number of each vehicle authorized to park in the space(s). Parking space(s) may not be transferred, conveyed, or otherwise assigned to anyone other than the Tenant without the Landlord’s express written consent.

**(d) Storage.** The Tenant may store items of personal property in the storage space described in **Schedule C** during the term of this Lease. The Tenant shall store all such items in accordance with all federal, state, and local statutes, laws, ordinances, and regulations. The Landlord is not liable for the loss of or damage to any items stored in that storage space.

**(e) Condition of the Premises.** The Tenant agrees that the Premises, including any fixtures, appliances, and personal property described in this Lease or listed on the Schedules as part of the Premises, is in satisfactory operating and sanitary condition. Notwithstanding the foregoing, the Tenant shall complete the list of exceptions provided by the Landlord within five days of the Tenant's occupancy, unless such time is extended pursuant to any applicable law or regulation.

## II. TERM OF TENANCY

**(a) Term.** Begins \_\_\_\_\_ and ends \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof. If the Tenant vacates the Premises before the end of Lease term without the Landlord's written consent, the Tenant will be liable for the remainder of the payments due under the Lease.

**(b) Continuation as Month-To-Month Tenancy after Expiration.** On the expiration of the Lease term pursuant to subsection (a) above, the terms of this Lease will continue in the form of a month-to-month tenancy, except where prohibited by applicable law, regulation, or ordinance. The parties shall give notice and terminate the month-to-month tenancy within the time allowed by law.

## III. RENT AND FEES

**(a) Monthly Rent.** The Tenant shall make monthly installments payments of \$ \_\_\_\_\_ (the "**Rent**") to the Landlord, payable in advance on the 1st day of each month. The Tenant shall pay the first month's Rent (prorated if the first month is a partial month) and last month's Rent at the signing of this Lease.

i. *Delivery of Rent.* The Tenant shall pay all Rent to the Landlord on or before the date that payment is due by any of the following methods:

- In person at P.O. Box 248, Port Richey, FL 34673.
- By regular mail to P.O. Box 248, Port Richey, FL 34673, postmarked on or before the Rent due date.
- By electronic withdrawal from Tenant's bank account.
- Tenants can pay at [www.gardens-oasis.com](http://www.gardens-oasis.com) or any other authorized web sites for Gardens Oasis in Lobo, Texas

ii. *Form of Payment.* The Landlord will accept all of the following forms of payment:

- Personal checks made payable to Jola LLC
- Cashier's checks made payable to Jola LLC
- Money order

Notwithstanding the foregoing, the Landlord and the Tenant may agree in writing, signed by all parties, to any other form of Rent payment.

**(b) Late Fees.** If the Tenant does not pay in full the amounts set forth in subsection (a) within 5 days after its due date, the Tenant shall pay a late fee of \$25.00. Total late fees for any given month may not exceed the maximum amount allowable under state law. If any late payment fee under this subsection exceeds an amount specifically set by state law, or local regulation or ordinance, this subsection shall be amended automatically to reflect the maximum amount allowable, without the consent of the parties. The parties agree that all late payments pursuant to this subsection represent a reasonable approximation of the damages the Landlord is likely to suffer from those late payments. Notwithstanding this subsection, the Landlord does not waive any right to insist on full payment of all amounts due under this Lease on their due dates.

**(c) Insufficient Funds Fees/Bank Fees.** The Tenant will be charged a fee for each personal check that is returned to the Landlord for lack of sufficient funds, "stop payment," or other reason. This fee will be in the amount of the actual charge for a returned check imposed on the Landlord by the Landlord's financial institution. Unless limited by applicable laws or regulations, if the Tenant's personal check is returned because of insufficient funds, the Landlord may demand that all future Rent be paid with cashier's checks.

#### IV. DEPOSITS

**(a) Security Deposit.** The Tenant shall pay the sum of \$150.00 (the "Security Deposit") to the Landlord as a security deposit at the time this Lease is signed by the parties.

The Landlord will hold the Security Deposit for the fulfillment of the Tenant's obligations under this Lease, pursuant to applicable laws or regulations. The Landlord shall return<sup>4</sup> the full amount of the Security Deposit to the Tenant, less any amounts deducted for any authorized purpose, in such a manner as mandated by applicable laws or regulations.

**(b) Other Deposits.** The Tenant shall pay the Landlord the additional deposits set forth on **Schedule D**. The parties agree that the deposit amounts listed on **Schedule D** are a reasonable approximation of the damages the Landlord is likely to suffer if the Landlord is required to replace or repair the item(s) described on **Schedule D**.

## V. UTILITIES

The Tenant shall pay all utility charges for services on the Premises.

## VI. POSSESSION OF THE PREMISES

- (a) **Right to Possession.** The Tenant is entitled to possession of the Premises on the first day of the Lease term, and shall yield possession of the Premises to the Landlord on the last day of the Lease term. The Tenant is not liable for Rent until the date on which possession of the Premises is delivered.
- (b) **Failure to Take Possession.** If the Tenant does not take possession of the Premises on the first day of the Lease term, the Tenant's obligations under this Lease, including paying Rent and complying with other Lease terms, will continue in full force and effect until this Lease expires or is terminated.
- (c) **Failure to Deliver Possession.** If the Landlord does not provide possession of the Premises on the first day of the Lease term for any reason not within the Landlord's control, including partial or complete destruction of the Premises or any "Act of God," the Tenant may terminate this Lease with proper notice as required by law. IN SUCH EVENT, THE LANDLORD'S LIABILITY TO THE TENANT WILL BE LIMITED TO THE RETURN OF ALL SUMS PREVIOUSLY PAID BY THE TENANT TO THE LANDLORD.
- (d) **Yielding Possession.** At the expiration or termination of the Lease term, the Tenant will remove all of the Tenant's personal property, goods, and effects and peaceably yield the Premises to the Landlord in as good a condition as when delivered to the Tenant, except for ordinary wear and tear. If the Tenant leaves any personal property on the Premises after the expiration or termination of the Lease term, the Landlord may store that personal property at the Tenant's expense and/or may dispose of that personal property in accordance with state law.

## VII. ASSIGNMENT AND SUBLETTING

The Tenant may not assign this Lease or sublet all or any portion of the Premises without the Landlord's prior written consent. The Landlord may consider all factors in granting or withholding such consent, including the potential assignee's or sublessee's financial and credit history or lack thereof.

## VIII. TENANT REPRESENTATIONS

**(a) Requirements.** The Tenant shall ensure that the Tenant and any household member, invitee, or guest of the Tenant:

- i. keep the Premises clean, sanitary, and in good condition and, on termination or expiration of the tenancy, return the Premises to the Landlord in a condition identical to that which existed when the Tenant took occupancy, except for ordinary wear and tear;
- ii. comply with all existing rules and regulations regarding the Premises, and any future amendments or modifications of those rules and regulations;
- iii. operate all electrical, gas, and plumbing fixtures properly and keep those fixtures clean and sanitary;
- iv. notify the Landlord immediately about any defects or dangerous conditions in and around the Premises of which the Tenant becomes aware; and
- v. at the Landlord's request, reimburse the Landlord for the cost of any repairs to the Premises necessitated by the Tenant's or the Tenant's guests or invitees misuse or neglect.

**(b) Prohibited Acts.** The Tenant and the Tenant's household members, invitees, and guests may not:

- i. destroy or remove any part of the Premises;
- ii. disturb, annoy, endanger, or interfere with other occupants of the Premises (including any members of the Tenant's household or their invitees or guests);
- iii. use the Premises for any unlawful purpose, including the use, possession, or sale of illegal drugs or controlled substances;
- iv. commit waste (in other words, severe property damage) to the Premises; or
- v. create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other occupant of the Premises or nearby resident.

**(c) Water-Filled Furnishings.** To the maximum extent permitted by law, the Tenant may not keep waterbeds and/or water-filled furniture on the Premises without the express permission of the Landlord. The Landlord may condition this permission on the Tenant taking out an insurance policy adequate to cover any possible damage to the Premises. The Landlord will be named as an additional insured on such policy and the Tenant will be required to show proof of that insurance. If the Tenant does not provide proof of this

insurance, the Landlord may take out an equivalent insurance policy, and charge any amounts payable under that policy to the Tenant.

**(d) Satellite Dish Installation.** The Tenant may install, at the Tenant's sole expense, a satellite dish on the Premises, if the dish, its placement, and its manner of installation, and in all other respects, comply with the Federal Communication Commission's Over-the-Air Reception Devices Rule (47 C.F.R. Section 1.4000), as amended. Before vacating the Premises at the termination or expiration of this Lease, the Tenant shall remove the dish. If the Tenant does not remove the dish, the Landlord may remove the dish and deduct any removal and repair expenses from the Security Deposit in accordance with applicable state law. The Landlord may condition this permission on the Tenant taking out an insurance policy adequate to cover any possible damage to the Premises. The Landlord will be named as an additional insured on such policy and the Tenant will be required to show proof of that insurance. If the Tenant does not provide proof of this insurance, the Landlord may take out an equivalent insurance policy, and charge any amounts payable under that policy to the Tenant.

**(e) Smoking Permitted.** The Tenant and Tenant's household members, invitees and guests may smoke on the Premises.

## **IX. MAINTENANCE**

The Landlord shall maintain the Premises in good repair at all times. The Landlord shall, at the Landlord's expense, maintain the Premises in a safe, habitable, and sanitary condition and comply with all laws, ordinances and regulations pertaining to the condition of Premises.

## **X. ALTERATIONS OR REPARATIONS BY TENANT**

Except as expressly provided in this Lease or by applicable laws or regulations, the Tenant may not alter or make repairs to the Premises without the Landlord's prior written consent. Unless otherwise set forth in this Lease, any authorized alterations or repairs, including any fixtures installed as a part of such alterations or reparations, will, at the Landlord's option and in the Landlord's sole discretion, become the Landlord's property upon the expiration or termination of this Lease; provided, however, that the Landlord may require the Tenant to remove any such fixtures at the Tenant's cost on the termination or expiration of this Lease.

The Tenant shall perform all authorized alterations or reparations to the Premises diligently in a good and workmanlike manner, and in compliance with all applicable laws, ordinances, regulations and rules of any public or private authority having jurisdiction over the Premises.

The Tenant shall keep the Premises free of all claims for labor performed on and material delivered to the Premises.

## **XI. PETS**

The Tenant (including any guests or invitees of the Tenant) may not keep any pets on the Premises, except for a trained guide animal, signal animal, or service animal needed by a blind, deaf, or disabled person, without the Landlord's prior express written approval, which approval may be withheld at the Landlord's absolute and sole discretion.

## **XII. ENTRY BY LANDLORD**

The Landlord (or the Landlord's authorized agent or representative) may enter the Premises under the following circumstances: in case of emergency, to make necessary or agreed on repairs, alterations, or improvements; to supply necessary or agreed on services; and to show the Premises to prospective or actual purchasers, tenants, workers, or contractors. The Landlord may also enter the Premises annually to inspect them for safety or maintenance problems. Except in cases of emergency, Tenant abandonment of the Premises, court order, or where it is impracticable to do so, and in the event of an extended absence as described in section XIII, the Landlord shall give the Tenant at least the minimum notice required by state law before entering and will enter the Premises only during normal business hours.

## **XIII. EXTENDED ABSENCE BY TENANT**

The Tenant shall notify the Landlord in advance if the Tenant will be away from the Premises for 14 or more consecutive days. During such absence, the Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs, and without notice as required above. If the Tenant willfully fails to inform the Landlord of such an extended absence, the Tenant shall be liable for all actual damages incurred during such absence; provided, that such damage could have been prevented or abated by the Tenant providing notice required under this section.

## **XIV. DEFAULTS**

The Tenant will be in default if the Tenant does not fulfill any obligation or term of this Lease by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant does not cure any financial obligation within the time period stipulated under local law (or any other obligation within ten days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may pursue remedies and damages to the extent permitted by law.

## **XV. EMINENT DOMAIN**

- (a) **Total Condemnation.** If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and all Rent payments will be abated from the date of termination.
- (b) **Partial Condemnation.** If any part of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, and in the reasonable opinion of the parties this partial condemnation renders the Premises unusable by the Tenant, this Lease will terminate as of the date of title vesting in that proceeding and all Rent payments will be abated from the date of such termination. If in the reasonable opinion of parties the partial condemnation does not render the Premises unusable by the Tenant, the parties will agree on an abatement in rent in an amount equal to the reduction in leasehold value resulting from such partial condemnation. If the parties cannot agree on such a reasonable value, they shall submit their dispute to binding arbitration, pursuant to the arbitration section below.
- (c) **Condemnation Award.** If the Premises is wholly or partially condemned, the Landlord will be entitled to the entire award paid for the condemnation, and the Tenant waives any claim to any part of the award from the Landlord or the condemning authority.

## **XVI. TERMINATION ON SALE OF PREMISES**

Notwithstanding any other provision of this Lease or by law, the Landlord may terminate this Lease by giving 90 days' written notice to the Tenant that the Premises has been sold.

## **XVII. LEASE TERMINATION PROVISION FOR MILITARY PERSONNEL**

Subject to applicable state law, if the Tenant joins the military during the Lease term and is called to active duty for a period of 180 days or more, the Tenant may terminate this Lease by providing written notice and a copy of the military orders to the Landlord.

If, during the term of this Lease, Tenant is a member of the U.S. armed forces and receives permanent change-of-station orders or is deployed for 90 days or more, the Tenant may terminate the Lease by providing written notice and a copy of the military orders to the Landlord. The Lease will be terminated 30 days after the due date of the next Rent payment.

## **XVIII. SUBORDINATION**

This Lease is subject and subordinate to any current or future mortgages or deeds of trust affecting the Premises.

## **XIX. GENERAL PROVISIONS**

### **(a) Governing Law.**

- i. Choice of Law.** The laws of the state of Texas, govern this Lease (without giving effect to its conflicts of law principles).
- ii. Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Culberson County, Texas.

**(b) Arbitration/Fees.** The parties shall attempt to settle all disputes arising in connection with this Lease through good faith consultation. If no agreement can be reached on a dispute within 30 days after notification in writing by either party to the other concerning that dispute, the dispute, if allowed under applicable state law, will be settled by binding arbitration to be conducted in Culberson County, Texas, before an arbitrator to be mutually agreed on. If the parties cannot agree on an arbitrator, they shall submit the matter to the presiding judge of Culberson County, who will select an arbitrator based on input from the parties. The arbitration decision will be final, conclusive, and binding on the parties and any arbitration award or decision may be entered in any court having jurisdiction. The parties agree that the prevailing party in any arbitration will be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The parties further agree that the prevailing party in any such proceeding, as determined in the arbitrator's sole and absolute discretion, will be awarded reasonable attorneys' fees and costs. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.**

### **(c) Notices and Service of Process.**

- i. Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this Lease shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- ii. Addresses.** A party shall address notices under this section to a party at the following addresses:

#### **If to the Landlord:**

Ted Jeczalik  
Jola LLC  
9117 Richwood Lane  
Port Richey, FL 34668

**If to the Tenant:**

Garden Tenant name:  
Gardens Oasis  
Lobo, Texas 77591

Addresses may be changed from time to time by any party by providing written notice to the address set forth above. Notices mailed in accordance with the above provisions will be deemed received on the third day after posting.

**iii. Effectiveness.** A notice is effective only if the party giving notice complies with subsections (i) and (ii) and if the recipient receives the notice.

**(d) Entire Agreement.** This Lease constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this Lease. All prior and contemporaneous communications negotiations and agreements between the parties relating to the subject matter hereof are expressly merged into and superseded by this Lease. The provisions of this Lease may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Lease by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this Lease. Except as set forth expressly in this Lease, there are no conditions precedent to this Lease's effectiveness.

**(e) Amendment.** No amendment to this Lease will be effective unless it is in writing and signed by both parties or by the parties' respective authorized representatives.

**(f) Severability.** If any one or more of the provisions contained in this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Lease, but this Lease will be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**(g) No Implied Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Lease will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

**(h) Successors and Assigns.** This Lease binds, and inures to the benefit of, the parties and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns. This subsection does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under this Lease. Section VII above addresses these matters.

- (i) **Headings.** The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this Lease’s construction or interpretation.
- (j) **Counterparts/Electronic Signatures.**
  - i. **Counterparts.** The parties may execute this Lease in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
  - ii. **Electronic Signatures.** The parties agree that this Lease, agreements ancillary to this Lease, and related documents entered into in connection with this Lease are signed when a party’s signature is delivered by facsimile, e-mail, or other electronic medium. Such signatures must be treated in all respects as having the same force and effect as an original signature.
- (k) **Effectiveness.** This Lease will become effective when all parties have signed it. The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this Lease.
- (l) **Necessary Acts; Further Assurances.** Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Lease contemplates or to evidence or carry out the intent and purposes of this Lease. Although no instrument or act on the part of the Tenant is necessary to effectuate the subordination referenced in section XIX, the Tenant will nevertheless execute and deliver any further instruments to subordinate the Lease to the lien of any mortgages or deeds of trust as may be desired by the mortgagee. The Tenant appoints the Landlord as the Tenant’s attorney-in fact-to execute and deliver any such instrument for the Tenant.

**XX. ADDITIONAL PROVISIONS**

Notwithstanding any of the foregoing, the following provisions apply:

All Leases for members of Gardens Oasis in Lobo, Texas ( Artists 4 Humanity) require that every leased property (garden) has well maintain property (garden) no garbage in not designated areas, and every lease owners live in Gardens Oasis Community in Peace, Harmony with other tenants where the properties ( gardens) are well maintained. Any problems should be resolved at meetings where tenants and members can decide how to resolve any problems.  
 Each tenant is responsible for his property.  
 Animals are allowed as long as they do not disturb other tenants. If other tenants complaint and prove any disturbance caused by animals, the owner of the animals has to comply with reducing any and all problems caused by his/her animals.

**[SIGNATURE PAGE FOLLOWS]**

Each party is signing this Lease on the date stated opposite that party's signature.

**LANDLORD:**

\_\_\_\_\_   
 Jola LLC

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

**TENANT:**

\_\_\_\_\_   
 Garden Tenant name:

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

### **SCHEDULE A – PERSONAL PROPERTY**

None.

### **SCHEDULE B – PARKING**

Tenant has space for parking Rv Trailer or Motor Home and any other vehicle.

### **SCHEDULE C – STORAGE**

Storage is allowed on each garden in building only approved by Gardens Oasis - Jola LLC.

Storage without building is prohibited. Storage building is responsibility of Tenant.

One building for storage can not take more than 25% of the size of rental lot ( garden).

only one building for storage is allowed for each lot (garden).

### **SCHEDULE D – ADDITIONAL DEPOSITS**

\$150.00 per year membership in Artists for Humanity is required payable in January of each year to Jola LLC. Not paid membership cancels all leases.

# LEAD WARNING AND DISCLOSURE STATEMENT

## Regarding Property:

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

Tenant(s): \_\_\_\_\_

## Lead Warning:

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

## Landlord's Disclosure:

- There are no known lead-based paint hazards on the above-listed premises
- There are known lead-based paint hazards on the above-listed premises (*if checked, please explain*):

\_\_\_\_\_

(If applicable):

- There are no available records or reports pertaining to lead-based paint hazards on the above-listed premises
- Landlord has given Tenant any and all available records or reports pertaining to lead-based paint hazards in the above-listed premises (if checked, please list documents):

\_\_\_\_\_

## Tenant Acknowledgment (initial):

- \_\_\_\_\_ (initial here) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (initial here) Tenant has received any and all available records or reports pertaining to lead-based paint hazards on the above-listed premises.

## Agent's Acknowledgment (if Premises are managed by Agent)(initial):

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

**Certification of Accuracy:**

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

**Signatures:**

Landlord Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Agent Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Simple Steps To Protect Your Family From Lead Hazards

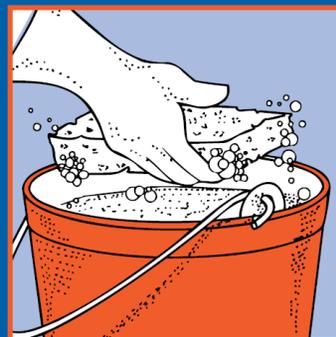
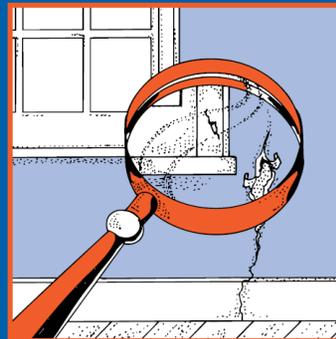
### If you think your home has high levels of lead:

- ◆ 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.



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# Protect Your Family From Lead In Your Home

 United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

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

**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

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

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

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

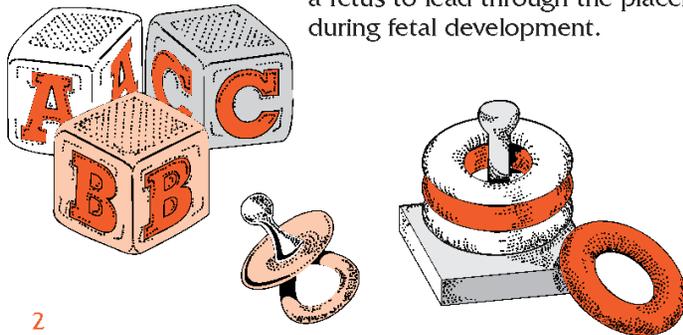
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**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:**

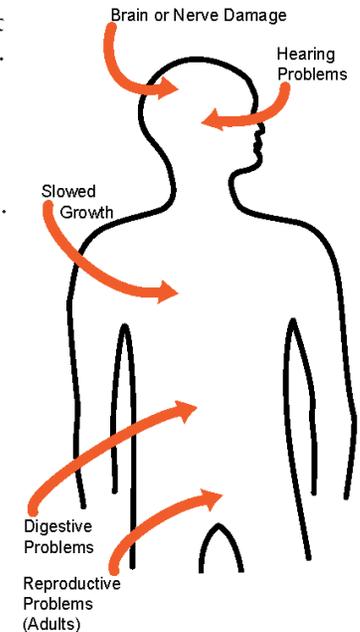
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.



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

## 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

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



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.

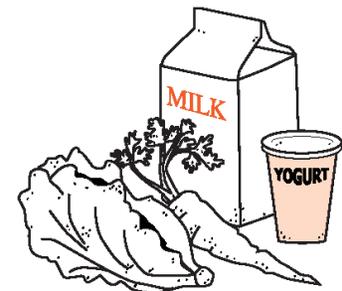
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**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

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

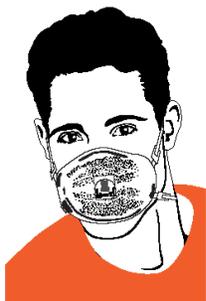
- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: 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

**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

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.

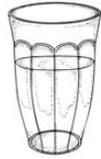
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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



## Other Sources of Lead



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



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. 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

### 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/)**.

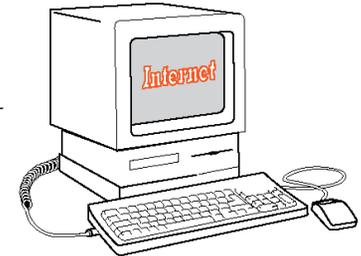


### EPA's Safe Drinking Water Hotline

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

How to complete your

# LegalZoom Real Estate Lease

This page includes step-by-step instructions for completing and signing your residential lease in accordance with your state's laws.

## Steps to Complete Your Residential Lease

Your residential lease is not legally binding until it is signed according to your state's laws. Follow these simple steps to complete your legal document:

### STEP 1 – Review

Review your residential lease to make sure all of the information is accurate.

### STEP 2 – Sign & Initial

You and your tenants must sign and initial the lease where indicated. You and your tenants must also sign the *Lead Warning and Disclosure Statement*.

### STEP 3 – Secure

Store your signed copy of the real estate lease in a safe place in your home or office so that it is easily accessible.