

**RESIDENTIAL LEASE AGREEMENT**

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1. Date \_\_\_\_\_  
2. Page 1 of 25

3. Lease Agreement (Lease), dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining to the lease of the property  
4. located at Street Address: 1785 St. Clair Avenue  
5. \_\_\_\_\_ City of St. Paul,  
6. County of Ramsey, State of Minnesota (Premises), by and between  
7. *(list all Tenants)* \_\_\_\_\_  
8. \_\_\_\_\_ (Tenant)  
9. and Richard Leyh (Owner). The  
10. Premises include(s) a  garage  storage unit  parking stall identified as garage/unit/stall number /.  
-----*(Check all that apply.)*-----

11. 1. **TERMS OF LEASE:** The following provisions and definitions apply to this Lease. They are modified and supplemented  
12. by the remaining terms of this Lease.

13. (a) **Term:** The term means *(check only one)*:  
14.  the period of 12 months commencing \_\_\_\_\_  
15. and terminating \_\_\_\_\_.  
16.  month-to-month lease commencing \_\_\_\_\_.

17. (b) **Rent:** The rent is \$ \_\_\_\_\_ per month.

18. (c) **Utilities** (see Paragraph 6):  
19.  Paid by  Tenant  Owner.  
-----*(Check one.)*-----  
20.  Paid in part by each with Tenant to pay for Stove gas, electricity, technology subscription  
21. and Owner to pay for Heat, water, sewer, garbage.

22. (d) **Security Deposit:** The security deposit is \$ \_\_\_\_\_.

23. (e) **Late Fee:** The late fee is \$ 50 (not to exceed eight percent  
24. (8%) of the overdue rent amount).

25. (f) **Pets** (see Paragraph 14):  
26.  Pets are not allowed.  
27.  Pets are allowed and Tenant may have 1 cats and 0 dogs in the Premises and no pet  
28. may weigh more than 20 pounds. Tenant shall be allowed to have N/A  
29. in the Premises.

30. (g) **Occupants:** The occupants of the Premises are \_\_\_\_\_  
31. \_\_\_\_\_  
32. \_\_\_\_\_.



RESIDENTIAL LEASE AGREEMENT

33. Page 2 Date \_\_\_\_\_

34. Premises located at 1785 St. Clair Avenue

35. (h) **Common Interest Community (CIC):** The Premises  ARE  ARE NOT part of a CIC.  
------(Check one.)-----

36. (i) **Notices:** Addresses for Notices:

37.	If to Owner:	If to Tenant:
38.	<u>Richard Leyh</u>	_____
39.	<u>10365 Otchipwe Ave N</u>	_____
40.	<u>Stillwater, MN 55082</u>	_____
41.	<u>612-280-1228 or 651-430-3018</u>	_____
	(Phone)	(Phone)

42. (j) **Lead-Based Paint:** The Premises  WERE  WERE NOT built before 1978. If "were" is checked,  
------(Check one.)-----

43. Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 27. \_\_\_\_\_  
(Tenant's initials.)

44. 2. **TERM:** This Lease is for the term set forth in Paragraph 1(a), unless sooner terminated as provided herein, ~~or~~  
45. ~~unless extended by written agreement by Tenant and Owner prior to the end of Lease term. If Owner and Tenant~~  
46. ~~fail to agree to mutually acceptable extension/renewal terms, this Lease shall terminate according to its original~~  
47. ~~term.~~

48. 3. **OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1(g) may reside in the Premises, unless otherwise  
49. permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code  
50. and/or local building code.

51. 4. **USE OF THE PREMISES:** The Premises, and all utilities, shall be used by Tenant and occupants exclusively as a  
52. private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel,  
53. commercial, business or other non-residential purposes.

54. 5. **RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1(b). Rent shall be paid by  
55. Tenant to Owner on or before the first day of each and every month during the Lease term. Rent is considered  
56. paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent  
57. to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the  
58. termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted  
59. by Owner. Rent for any partial month during the term of this Lease shall be prorated.

60. 6. **UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1(c), then Tenant shall pay all utilities directly to the  
61. service provider, including water, sewer, gas, electricity, fuel oil, trash removal, recycling, telephone, cable and  
62. association dues. Tenant shall be responsible to Owner for any utilities payments that have not been paid, including  
63. late charges or fees imposed by the service provider.

64. If the "Paid in part by each" box is checked in Paragraph 1(c), then Tenant shall pay directly to the service provider  
65. the utilities noted in Paragraph 1(c) to be paid for by Tenant and shall be responsible to Owner for any utilities  
66. payments that have not been paid, including late charges or fees imposed by the service provider, and Owner shall  
67. pay directly to the service provider the utilities noted in Paragraph 1(c) to be paid for by Owner. Tenant is responsible  
68. for contracting for and paying for any other utilities desired. No modification to the Premises to install or add utilities  
69. may occur without Owner consent in writing. Any utilities not specified to be paid by Owner shall be paid by Tenant.

70. If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay Owner for such utilities upon  
71. demand in the amounts due as identified in statements covering the period during which this Lease is in effect.

## RESIDENTIAL LEASE AGREEMENT

72. Page 3 Date \_\_\_\_\_

73. Premises located at 1785 St. Clair Avenue .
74. 7. **COMMON INTEREST COMMUNITY:** If the Premises are part of a CIC as noted in Paragraph 1(h), then the  
75. Premises are subject to the declaration, bylaws, rules and regulations and other governing documents of the CIC (the  
76. Governing Documents). Copies of the current Governing Documents have been provided to Tenant and Tenant  
77. acknowledges receipt of the Governing Documents. Tenant shall comply with the Governing Documents, including  
78. any modifications which may be made from time to time by the CIC. Tenant acknowledges that the CIC may have  
79. a right to evict Tenant for failure to comply with the terms of the Governing Documents.
80. 8. **LATE FEES:** If Owner does not receive the rent on or before the fifth (5th) day of any month, Tenant shall pay  
81. a late fee in the amount stated in Paragraph 1(e) to compensate Owner for the time, expense and administrative  
82. burdens resulting from such late payment. In the event the amount in Paragraph 1(e) exceeds eight percent (8%)  
83. of the overdue rent payment, the late fee shall be eight percent (8%) of the overdue amount in order to comply  
84. with MN Statute Chapter 504B. The late fee shall be considered additional rent. Tenant shall be assessed a returned  
85. check fee in the amount of \$40 as additional rent for each unpaid check which is returned by the Tenant's bank.
86. 9. **SECURITY DEPOSIT:** Owner acknowledges receipt of the security deposit from Tenant in the amount set forth  
87. in Paragraph 1(d). Owner shall retain the security deposit for the entire term of this Lease, including any extensions.  
88. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota  
89. law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the  
90. termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by  
91. Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner.
92. 10. **DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs or expenses (including but not limited  
93. to problems with or damage to plumbing, electrical and appliances) caused by Tenant's willful or negligent conduct,  
94. or the conduct of any occupant, guest or person under Tenant's or any occupant's direction or control. Tenant  
95. shall promptly notify Owner of any conditions which may cause damage to the Premises or waste of utilities or other  
96. services provided by Owner. The Premises may not be modified, altered, improved or repaired without prior  
97. authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or wall  
98. covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or mark  
99. that cannot be remedied without expense to the Owner.
100. 11. **INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the  
101. Premises for any reasonable business purpose, including to inspect the Premises from time to time. Owner  
102. shall make a reasonable effort to give reasonable notice to Tenant before entering the Premises, except in the case  
103. of an emergency. In the event Owner enters the Premises for emergency purposes, Owner shall provide written  
104. confirmation to Tenant of the emergency entry, which confirmation shall include the date, time and purpose of the  
105. emergency entry.
106. 12. **COVENANTS OF OWNER:** Owner covenants and promises that:
107. (i) the Premises are fit for residential use as a single family dwelling;
108. (ii) Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is  
109. caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or  
110. control;
111. (iii) Owner shall keep the Premises up to applicable federal, state and local codes, except where a code violation  
112. is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction  
113. or control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify  
114. Owner in writing of any necessary repairs before engaging in such repair.

# RESIDENTIAL LEASE AGREEMENT

115. Page 4 Date \_\_\_\_\_

116. Premises located at 1785 St. Clair Avenue .

117. **13. COVENANTS OF TENANT:** Tenant covenants and promises that:
- 118. (i) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;
  - 119. (ii) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as
  - 120. are identified in Paragraph 10) without the prior written consent of Owner;
  - 121. (iii) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to
  - 122. appliances);
  - 123. (iv) Tenant will maintain the Premises in a clean and habitable condition;
  - 124. (v) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow
  - 125. any occupant or guest to do so;
  - 126. (vi) Tenant will not store hazardous or flammable substances on the Premises;
  - 127. (vii) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner
  - 128. which would cause cancellation, restriction or increase in premiums for Owner's insurance, or such use
  - 129. as which would constitute a violation of applicable code or ordinance;
  - 130. (viii) Tenant shall not have water beds or any water-filled furniture in the Premises;
  - 131. (ix) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and
  - 132. (x) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the
  - 133. Premises.
134. **14. PETS:** If the "Pets are not allowed" box is checked in Paragraph 1(f), Tenant shall not have animals or pets of any
135. kind in the Premises. If the "Pets are allowed" box is checked in Paragraph 1(f), Tenant may have in the Premises
136. the pets noted in Paragraph 1(f).
137. **15. VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle,
138. or any motor home, camper, trailer, boat or other recreational vehicle on or around the Premises. Neither Tenant
139. nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days' notice
140. to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove
141. and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.
142. **16. LOCKS:** Tenant may not add or change any locks on the Premises. At Tenant's request, Owner shall change or
143. re-key the locks at Tenant's expense. Tenant shall pay a \$150 fee for Owner to re-key the Premises, in the event
144. a key is lost or missing.
145. **17. TRANSFER OF LEASE:** Tenant may not sublet all or part of the Premises without Owner's prior written consent.
146. Tenant may not assign or sell this Lease without Owner's prior written consent.
147. **18. DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless
148. such damage is caused by Owner's willful or grossly negligent conduct.
149. **19. HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this
150. Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant
151. holding over without a written Lease extension, all provisions herein shall remain applicable except that the term of
152. the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is required by
153. Owner or Tenant to end the Lease. Such written notice must end the Lease on the last day of a month, and must
154. be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be given on
155. or before the preceding June 30th).
156. **20. MOVING OUT:** Tenant and occupants shall move out not later than 11:59 p.m. on the last day of the Lease term,
157. or any extension thereof. Tenant must leave the Premises in the same condition as it was as of the date of
158. commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property of
159. Tenant and occupants, including trash, from the Premises (including any storage unit, garage or parking space).
160. Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage
161. door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming
162. the garage opener.

## RESIDENTIAL LEASE AGREEMENT

163. Page 5 Date \_\_\_\_\_

164. Premises located at 1785 St. Clair Avenue .

165. 21. **DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this  
166. Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion,  
167. believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or  
168. destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment of  
169. rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such determination  
170. has been agreed by Owner and Tenant or by a court of competent jurisdiction.

171. 22. **BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and  
172. may pursue all remedies available by law, including but not limited to the following:  
173. (i) bring an eviction action immediately to remove Tenant and occupant from the Premises; or  
174. (ii) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to  
175. Owner and if Tenant fails to do so, Owner may bring an eviction action; or  
176. (iii) terminate this Lease upon five (5) days written notice to Tenant. Owner's acceptance of rent or additional  
177. rent during the time Tenant continues to occupy the Premises shall not be construed as a waiver of Owner's  
178. right to evict Tenant. Tenant's obligation to pay rent shall continue after Tenant's eviction from the Premises,  
179. through the expiration of the Lease term.

180. 23. **ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal rights and remedies at any  
181. time or from time to time, and the exercise of a particular remedy shall not be construed as a waiver of that party's  
182. right to exercise some other remedy or as an election of remedies.

### 183. 24. **MISCELLANEOUS:**

184. (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any documents reasonably  
185. requested by Owner, and hereby appoints Owner as Tenant's attorney-in-fact to execute such documents  
186. as may be requested by a mortgagee.  
187. (b) Any attachments to this Lease, such as rules and regulations, are part of this Lease.  
188. (c) This Lease and any attachments comprise the entire agreement between Owner and Tenant. No oral  
189. representations have been made. This Lease may not be modified except by written agreement of the  
190. parties.

191. 25. **NOTICES:** All notices and communications from Owner or Tenant to the other, required or permitted hereunder,  
192. shall be in writing and shall be considered to have been duly given if personally delivered or if sent by first class  
193. mail, postage prepaid, to the other party at the address set forth in paragraph 1(i), or to such other address as  
194. such party may hereafter designate by notice to the other party. Notice given to one Tenant shall be considered  
195. given to all Tenants.

196. 26. **PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree that neither will:  
197. (i) unlawfully allow controlled substances in the Premises or in the common area and curtilage of the Premises;  
198. (ii) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the  
199. Premises or in the common area and curtilage of the Premises;  
200. (iii) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67 or  
201. 624.713, on the Premises or in the common area and curtilage of the Premises; or  
202. (iv) allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage  
203. of the Premises.

204. Owner and Tenant further agree that neither they nor any person under their control will use the common area  
205. and curtilage of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase or  
206. possess a controlled substance in violation of any criminal provision of MN Statute Chapter 152. This covenant  
207. is not violated when a person other than the Owner or Tenant possesses or allows controlled substances in the  
208. Premises, common area or curtilage, unless the Owner or Tenant knew or had reason to know of that activity.

209. The following notice is required by MN Statute 504B.305:

210. A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317,  
211. Subd. 3, constitutes unlawful detention by Tenant.

**RESIDENTIAL LEASE AGREEMENT**

212. Page 6 Date \_\_\_\_\_

213. Premises located at 1785 St. Clair Avenue \_\_\_\_\_ .

214. 27. **LEAD-BASED PAINT DISCLOSURE:** If it is indicated in Paragraph 1(j) that the Premises were built before 1978,  
215. then the Minnesota Association of REALTORS® Addendum to Lease Agreement Disclosure of Information on  
216. Lead-Based Paint and Lead-Based Paint Hazards is attached to this Lease and is made a part of this Lease.

217. 28. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.

218. Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of  
219. page one (1).

220. 29. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related  
221. to this transaction constitute valid, binding signatures.

222. 30. **RECEIPT OF COPY:** Tenant acknowledges receiving a copy of this Lease.

223. Richard Leyh \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
(Owner) (Date) (Tenant) (Date)

224. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
(Owner) (Date) (Tenant) (Date)

225. \_\_\_\_\_ (Date)  
(Tenant) (Date)

226. \_\_\_\_\_ (Date)  
(Tenant) (Date)

227. **THIS MINNESOTA ASSOCIATION OF REALTORS® RESIDENTIAL LEASE AGREEMENT IS NOT**  
228. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES OWNER AND**  
229. **TENANT MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS LEASE TO**  
230. **ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
231. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
232. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY’S RIGHTS.**

**ADDENDUM TO RESIDENTIAL  
LEASE AGREEMENT**

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1. Date \_\_\_\_\_  
2. Page 7 \_\_\_\_\_

3. Addendum to Residential Lease Agreement between parties, dated \_\_\_\_\_, pertaining  
4. to the lease of the property at 1785 St. Clair Avenue

5. \_\_\_\_\_  
6. In the event of a conflict between this Addendum and any other provision of the *Residential Lease Agreement*, the  
7. language in this Addendum shall govern.

8. Tenant acknowledges that if, in the sole judgement of the Landlord, premises smell like smoke, the security  
9. deposit referenced in this lease shall be forfeited to the landlord to cover the costs of re-painting the unit.

10. Tenant acknowledges that if, for any reason, tenant vacates the apartment between November 1 and April 1  
11. of any year this lease is in force, the security deposit referenced in this lease shall be forfeited to Landlord.

12. Notwithstanding due notice being given by either party as outline elsewhere in this lease, this lease shall,  
13. upon it's expiration, be automatically converted to month-to-month lease.

- 14.
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- 29.

30. \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

31. \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

32. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN TENANTS AND OWNERS.**  
33. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**ADDENDUM TO LEASE AGREEMENT  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

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1. Date \_\_\_\_\_

2. Page 8

3. Addendum to Lease Agreement between parties dated, \_\_\_\_\_,

4. pertaining to the lease of the property at 1785 St. Clair Avenue

5. \_\_\_\_\_

---

6. **Lead Warning Statement**

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

---

11. **Lessor's Disclosure** (initial)

12. \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards.  
13. (Check one below.)

14.  Known lead-based paint and/or lead-based paint hazards are present in the housing  
15. (explain):  
16. Presumed due to age of building.

17.  
18.  
19.  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the  
20. housing.

21. \_\_\_\_\_ (b) Records and reports available to the lessor.  
22. (Check one below.)

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

25.  
26.  
27.

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

---

30. **Lessee's Acknowledgment** (initial)

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

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



**ADDENDUM TO LEASE AGREEMENT  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

33. Page 9

34. Property located at 1785 St. Clair Avenue

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35. **Real Estate Licensee's Acknowledgment** (initial)

36. \_\_\_\_\_ (e) Real estate licensee has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d)  
37. and is aware of licensee's responsibility to ensure compliance.

---

38. **Certification of Accuracy**

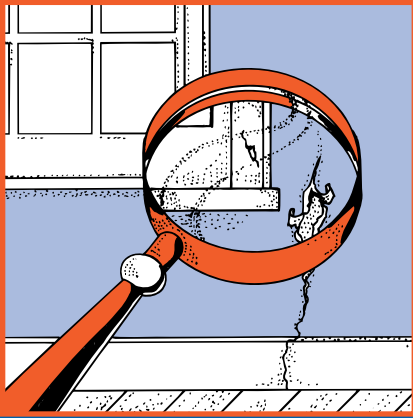
39. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information  
40. provided by the signatory is true and accurate.

41. \_\_\_\_\_ (Lessor) \_\_\_\_\_ (Date) \_\_\_\_\_ (Lessee) \_\_\_\_\_ (Date)

42. \_\_\_\_\_ (Lessor) \_\_\_\_\_ (Date) \_\_\_\_\_ (Lessee) \_\_\_\_\_ (Date)

43. \_\_\_\_\_ (Real Estate Licensee) \_\_\_\_\_ (Date) \_\_\_\_\_ (Real Estate Licensee) \_\_\_\_\_ (Date)

TLX:LEAS-2 (8/06)



# 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.**

---

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

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

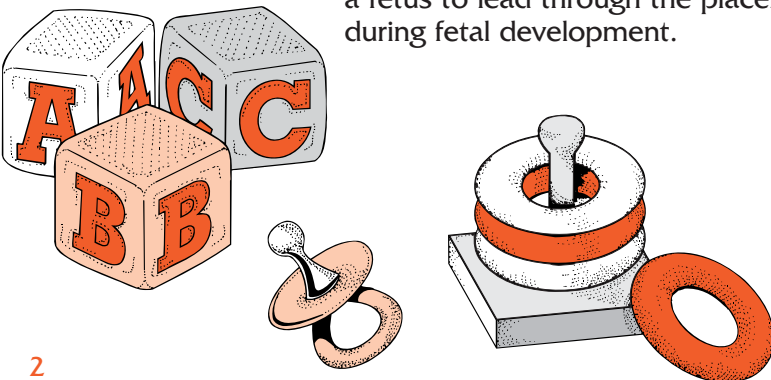
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

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

### In children, lead can cause:

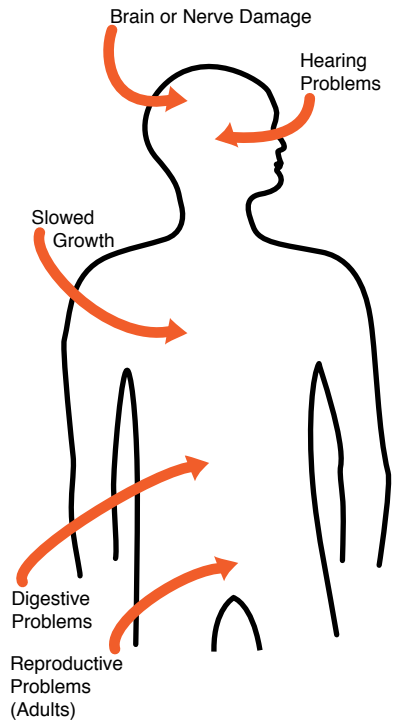
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

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

### In adults, lead can cause:

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



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

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## Where Lead-Based Paint Is Found

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

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

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

## Checking Your Family for Lead

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

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

# Identifying Lead Hazards

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

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

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

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

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

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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

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# Checking Your Home for Lead

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

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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

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

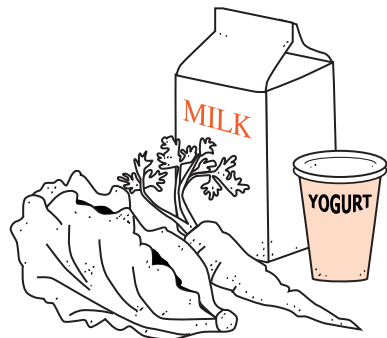
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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

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



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



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

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

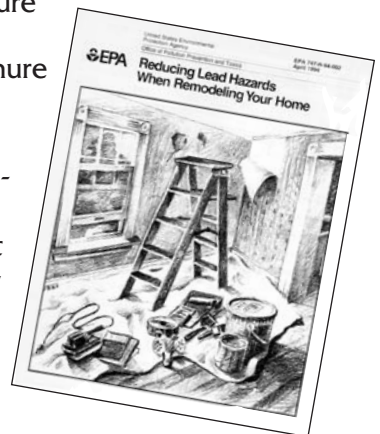
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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

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## Other Sources of Lead

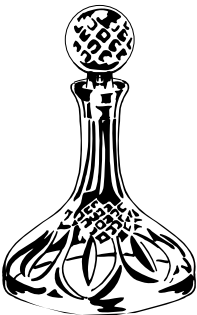
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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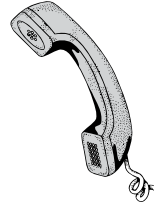
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.



### EPA's Safe Drinking Water Hotline

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

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

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

# EPA Regional Offices

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

## EPA Regional Offices

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

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CPSC Regional Offices

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

### **Eastern Regional Center**

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

### **Western Regional Center**

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

### **Central Regional Center**

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

## HUD Lead Office

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

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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

EPA747-K-99-001  
June 2003



# 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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