## Agreement to Rent or Lease

This Agreement is made and e			,ł	nereinafter
"Owner" and (names of all ad	dult Residents and names ar	nd dates of births of minors to rea	side on the premises):	
Resident	(DOB)	Resident	(DOB)	_
Resident	(DOB)	Resident	(DOB)	_
Resident	(DOB)	Resident	(DOB)	_
			ular as well as the plural. Subject esidential purposes only, the pre	
			Unit #	(if applicable)
City			California	·
	e rental shall begin on	e security deposit: (check one)	, and shall cor	ntinue as follows,
For a period of ' of the term shall be	a"months and"o e as described in Paragra	days thereafter expiring on ph 22 of this Agreement (A H	, (the exp Fixed Term Lease).	<b>iration date</b> ). Renewa
On a periodic tena Agreement (A Per		either party by the giving of a	a written notice pursuant to Para	agraph 22 of this
check or money order only. T before the next rental due date <b>3. SECURITY DEPOSIT.</b> O to secure Resident's performan payment of rent, including last totally vacated by all Resident: statement of the basis for, and Resident's security deposit nec of this Agreement, (b) to repai remove trash and clean the pre provided by law and by this Ag to law. <b>4. UTILITIES.</b> Resident shal If utilities are separately meter <b>5. OCCUPANCY.</b> Resident	he rent for the partial month on signing this Agreement, F nee of the covenants contain a month's rent, nor is it to be s. After Resident has vacate the amount of, any of the se cessary (a) to remedy any de r damages to the premises, to mises to return the unit to the greement. The unused port 1 pay for all utilities, service red, Resident shall cause the agrees that the premises are	a's period shall be prorated on the Resident shall pay to Owner the s ned herein. No part of this depose e used or refunded prior to the lease ed the premises, Owner shall fur- ecurity deposit retained by Owner efault by Resident in the paymen to include repainting, but exclusi- he same level of cleanliness it wa ion of this deposit shall be return es and charges, except e utility billing to be placed in Re- to be used as a private residence roons and for no other reason.	Il pay one full month's rent in the fe be basis of a 30-day month and shal sum of \$ as a sit is to be considered as an advance ased premises being permanently an nish Resident with an itemized wri er. Owner may withhold that portion to frent or breach of any other pro- ive of ordinary wear and tear, and (a as in at the inception of the tenancy ned to Resident without interest, accor- esident's name prior to taking posse e for Resident listed herein, for a to	l be paid on or a deposit and itten on of vision c) to c, as cording

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7. ACCEPTANCE OF PREMISES. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory, all locks are fully functional and all required window screens are in place and in good condition. Paint, wall coverings, carpet and floor coverings are clean and undamaged. Resident shall immediately inform owner in writing of any exceptions.

8. POSSESSION OF PREMISES. In the event Owner is unable to deliver possession of the premises to Resident for any reason not within Owner's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner in the event Resident chooses to terminate this Rental Agreement.

**9. PETS, WATER-FILLED FURNITURE/ANTENNAS AND/OR SATELLITE DISHES.** No animal, pet, antenna/satellite dish or water-filled furniture shall be kept on or about the premises without the prior written consent of the Owner.

**10. SECURITY.** Resident acknowledges that Owner has made no representation that the property is a "secure" complex, or that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner's property and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the general premises.

**11. QUIET ENJOYMENT / USE.** All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner may take legal action to terminate the Agreement and remove Resident.

**12. JOINT AND SEVERAL LIABILITY (CO-RESIDENT).** If more than one Resident enters into this Agreement ("roommates"), the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remain in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from another Resident, no right to have another person substituted in their stead shall exist.

**13. RESIDENT OBLIGATIONS.** Resident shall, at Resident's sole expense, keep the premises clean, in good order and repair, and free of trash, mold, mildew and unsightly material. Resident shall clean, shampoo and repair floor coverings periodically at Resident's expense. All costs and expenses incurred in relation to clogged drains, toilets, leaking pipes, or any other plumbing stoppage or repair, shall be the responsibility of Resident, unless the stoppage or leakage is found to be in the main line. Resident shall maintain and repair the window screens, garbage disposal, window and door locks, and all interior fixtures and improvements, at Resident's sole expense. Resident shall immediately notify Owner, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. In the event Owner elects to perform repairs on Resident's behalf, Resident shall immediately reimburse Owner for the costs expended. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner's prior written consent, which consent may require that only a licensed, insured and bonded contractor perform such work.

14. RIGHT OF ENTRY. Owner or Owner's agents shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner free and harmless for such entry.

**15. VEHICLES AND PARKING.** Owner reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/dangerous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage, operable, and currently registered.

**16. SUBLEASING / ASSIGNMENT.** Resident shall not sublease any part of the premises nor assign this Agreement without the prior written consent of Owner.

**17. PEST CONTROL.** Upon demand by Owner, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation, or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to and actually does, vacate the premises.



**18. LIABILITY** / **DAMAGE RESPONSIBILITY.** Resident agrees to defend and indemnify Owner, and to hold Owner harmless from any and all claims of injury, damage, loss or harm of any type concerning injury or death to persons or any damage to or loss of property caused by the intentional acts or negligent acts of Resident, Resident's guests or invitees occurring on or about the premises rented for Resident's exclusive use. Resident expressly absolves Owner from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged, by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this Agreement continuing in full force and effect, or (2) give notice to Resident of termination of this Agreement. Resident expressly agrees to accept financial responsibility for damage to carry a standard renter's insurance policy to cover any such damage to the Owner's property caused by the intentional acts or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Owner's property caused by the intentional acts or negligent acts of the Resident. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

**19. TERMINATION: CLEANING/REPAIRS.** Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. Prior to surrending possession of the premises, Resident shall cause the entire rental unit and the carpets to be professionally cleaned using a licensed and insured cleaning professional. All holes in the walls, scratches and other damage must be professionally repaired, patched, textured and painted to match existing surfaces. If this is not done, Resident expressly agrees that Owner shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner's discretion to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The reasonable costs incurred by Owner for such services shall be deducted from Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit, or as allowed by law. In the event the deposit is not sufficient to pay all the expenses and charges at the termination of the tenancy, Resident shall immediately, upon written notice, pay Owner any additional sums necessary to pay all such charges in full.

**20**. **RULES AND REGULATIONS.** Resident acknowledges receipt of, and has read a copy of the Apartment Rules and Regulations, which are hereby incorporated into this Agreement by this reference. Owner may terminate this Agreement, as provided by law, if anyof these Rules and Regulations are violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC & R's) and Association Rules and Regulations. A copy of these documents (if applicable) are made a part of this agreement. Resident shall comply with any valid order of the Association and shall pay to Owner any charge assessed by reason of Resident's breach.

**21. SMOKE DETECTION DEVICE.** The premises are equipped with a smoke detection device(s), and: (a) Resident acknowledges the smoke detector(s) was tested and its operation explained by management, in the presence of Resident, at time of initial occupancy, and the detector(s) in the unit was working properly at the time, (b) Resident shall test the smoke detector at least once a week to determine if the smoke detector(s) is operating properly, and immediately inform the Owner, in writing, of any malfunction.

**22. TERMINATION / HOLDING OVER.** If thisAgreement is a periodic tenancy, either party may terminate the tenancy by the service of at least 30 days written notice if the tenancy of any occupant is less than one year, or by the service by either party of at least 60 days written notice if the tenancy of all occupants is one year or longer at the time of service. If this Agreement is a Fixed Term Lease, it shall automatically convert to a periodic tenancy upon the expiration date of the Fixed Term Lease. In the absence of any written communication between the parties, the residency shall continue on a periodic tenancy basis, including any changes, i.e. rent adjustments, having been made by Owner with proper written notice.

**23. DEFAULT.** In the event of a default by Resident, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.

**24. ATTORNEYS' FEES.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorney fees, whether or not the action proceeds to judgment. The parties hereby agree that any attorney's fees to be awarded in any single action shall not exceed \$aaaaaa to the prevailing party, or as specifically authorized by statute. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court.



In addition, in the event Resident defaults, Owner shall be entitled to attorney fees, costs and

expenses incurred in the preparation and service of notices of default and for attorney consultations therewith, whether or not a legal action is subsequently commenced in connection with such default. The parties agree \$200 is a reasonable minimum per occurrence for such services and consultation.

**25. NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides, or the community of residence and ZIP Code in which he or she resides.

**26. MUTUAL AGREEMENT TO MEDIATE ANDTO ARBITRATE CLAIMS**. Any claims between Resident and Owner arising from, or relating to the use of the leased premises, or arising from the condition of the premises or of the common areas, or any event thereon, shall be submitted to a mutually agreed upon mediator for resolution. If efforts at informal mediation are unsuccessful in resolving any dispute, then such dispute shall be resolved through binding arbitration pursuant to the Rules of Arbitration found in California Code of Civil Procedure. The arbitration shall be held in the County in which the subject premises are located, before a single neutral arbitrator agreed upon by the parties pursuant to California Code of Civil Procedure. Any party may conduct discovery as allowed by the California Code of Civil Procedure, or as agreed upon by the parties. Attorney fees may be awarded to the prevailing party, at the discretion of the arbitrator . Such fees, if awarded, shall not exceed \$500.00 except as specifically authorized by statute. The decision of the arbitrator shall be final. The parties waive any right to appeal and judgment may be entered on the arbitration award in accordance with California Code of Civil Procedure. This provision shall not affect, nor apply to, any circumstance or event in which the resident is in default, or in breach of the RentalAgreement, which would give rise to the filing of an unlawful detainer action under the laws of the State of California. All such actions for unlawful detainer are specifically excluded from this provision.

27. GENERAL. Any and all monetary obligations pursuant to this Agreement, except the security deposit shall be deemed rent or additional rent. Each and every term, covenant and condition set forth in thisAgreement to Rent or Lease shall be deemed to be a condition of Resident's tenancy at the rental premises. No oral agreements have been entered into, and this Agreement to Rent or Lease shall not be modified unless such modification is in writing. The terms of a periodic tenancy may be modified by Owner by service of a 30-day written notice. The breach of any of the terms, covenants or conditions in this Agreement to Rent or Lease shall be deemed to be a material and complete breach of this entireAgreement to Rent or Lease, and shall give Owner all rights of termination. Waiver of any breach of any provision of this Agreement to Rent or Lease be declared or determined by any court to be illegal or invalid, the validity of the remaining parts of this Agreement to Rent or Lease shall not be affected thereby, and the remainder of this Agreement to Rent or Lease shall remain valid and enforceable. This Agreement to Rent or Lease shall be binding upon the heirs, administrators, successors and assignees of all parties hereto. 'Time is of the essence in this Agreement to Rent or Lease concerning each and every provision stated herein.

By signing this Agreement the parties hereto indicate that they have read and understand this entireAgreement and agree to all of the terms, covenants and conditions stated herein. The parties hereby agree that the terms of this rental agreement are reasonable and effectuate the intent and purpose of the parties. No representation or recommendation is made by Contemporary Information Corp. (CIC) as to the legal sufficiency, legal effect or tax consequences of this agreement. The parties are urged to consult counsel of their choosing, and any appropriate consultant to review and investigate the condition of the premises. Resident acknowledges receipt of a copy of this Agreement with all addenda.

Date	Resident	Date	Resident	
Date	Resident	Date	Resident	
Date	Resident	Date	Resident	
Date	Owner/Agent for Owner			

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## **ASBESTOS ADDENDUM**

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## MOLD NOTIFICATION ADDENDUM

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## **RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM**

#### I. **GENERAL**

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## TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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## Lead Warning Affidavit

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## Owner's Disclosure or Agent\* acting on behalf of Owner (initial)

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## Agent's\* Acknowledgment (initial)

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## **Certification of Accuracy**

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# Protect Your Family From Lead In OUI Home



Inited States Consumer Product afety Commission

United States Department of Housing and Urban Development

**United States** Environmental Protection Agency

#### Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978? 11



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



**OWNERS, BUYERS, and RENTERS are** encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

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

In general, the older your home, the more likely it has leadbased paint. Many homes built before 1978 have leadbased paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

## **Checking Your Family for Lead**

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

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

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

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

## **Identifying Lead Hazards**

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

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

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

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

- 40 micrograms per square foot (μg/ft<sup>2</sup>) and higher for floors, including carpeted floors.
- 250 µg/ft<sup>2</sup> and higher for interior window sills.

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

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

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

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

## **Checking Your Home for Lead**

Just knowing that a home has leadbased 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 13

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 (μg/ft<sup>2</sup>) for floors, including carpeted floors;
- 250 µg/ft<sup>2</sup> for interior windows sills; and
- 400 μg/ft<sup>2</sup> 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.

## **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 and 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.

#### Health and Environmental Agencies

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

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-8]) 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 Dallas, TX 75202-2733 (214) 665-7577 12th Floor

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**

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

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

## HUD Lead Office

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

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

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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

Western Regional Center Consumer Product Safety Com 1301 Clay Street, Suite 610-N Oakland, CA 94612

(510) 637-4050

Commission

## 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.





## SMOKE DETECTOR ADDENDUM

Th	is document is an Addendum and is part of the Rental/Lease Agree	ement, dated between	
		(Owner/Agent) an	d
		(Resident) for the	
Pre	emises located at	, Unit # (if applicable)	
-	(Street Address)		
	(City) (Zip), CA,		
1.	The premises are equipped with a smoke detection device(s).		
2.	Resident acknowledges the smoke detection device(s) was/were tested and attendance of Resident at time of initial tenancy and the detector(s) was/we		
3.	Resident shall perform the manufacturer's suggested test at least once a we working properly.	eek to determine if the smoke detector(s) is/are	;
4.	Initial ONLY if BATTERY OPERATED:		
	By initialing as provided, each Resident understands that said smoke detec shall be each Resident's responsibility to:	ctor(s) and alarm is a battery-operated unit and	l it
	a. Ensure that the battery is in working condition at all times;		
	<ul><li>b. Replace the battery as needed (unless otherwise provided by law); and</li><li>c. If, after replacing the battery, the smoke detector(s) do not work, noti</li></ul>		
5.	Resident(s) must notify the Owner/Agent immediately in writing of any de	efect, malfunction or failure of any detector(s)	•
6.	In accordance with California law, Resident shall allow Owner/Agent acces	ess to the premises for that purpose.	
The	e undersigned Resident(s) acknowledge(s) having read and understood the af	forementioned.	
Date	e Res ident Date Res	ident	
Date	e Res ident Date Res	ident	

Date O

wner/Agent

## PEST CONTROL NOTICE ADDENDUM

This document is an A	Addendum and is part of the Rental/Lease Agreement, da	nted	between
			(Owner/Agent) and
			(Resident) for the
Premises located at $\frac{1}{(S)}$	Street Address)	Unit # (if app	licable)
īC	City) (Zip) , CA		

California law requires that an Owner/Agent of a private residence provide each new occupant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The location you are renting or the common areas of the premises are covered by such a contact for regular pest control services, so you are being informed pursuant to the law. The notice provided by the pest control company is attached to this acknowledgement.

The undersigned Resident(s) acknowledge(s) having read and understood the aforementioned and the referenced attachment.

Date Res	ident	Date Res	 ident
Date Res	ident	Date Res	 ident
Date O	wner/Agent	-	



## SATELLITE DISH AND ANTENNA ADDENDUM

This document is an A	ddendum and is part of the Rental/Lease Agreement, dated	between
		(Owner/Agent) and
		(Resident) for the
Premises located at	, Unit # (if appl	licable)
	ty) (Zip) , CA	

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

- 1. Size: A satellite dish may not exceed 1 meter (39 inches) in diameter. An antenna or dish may accept but not send out signals.
- 2. Location: A satellite dish or antenna may only be placed (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not stick out beyond the vertical and horizontal space that is leased to Resident's exclusive use. Allowable locations may not provide finest signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
- 3. Safety and non-interface: Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110 volt duplex receptacle.
- 4. Outside Installation: If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- 5. Signal communication from Outside Installation: If a satellite dish or antenna is installed outside the residence, signals may be transmitted to the interior of Resident's dwelling only by running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to contain the cable); or (3) any other means approved by Owner/Agent.
- 6. Installation and Workmanship: For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers compensation insurance and sufficient public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment.
- 7. Maintenance: Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.

SATELLITE DISH AND ANTENNA ADDENDUM CONT.

- 8. **Removal and damages:** Any satellite dish, antenna, and all related equipment must be removed by Resident when he/she moves out of the dwelling. Resident must pay for any damages and for cost of repairs or repainting that may be reasonably necessary to restore the leased location to its condition prior to the installation of a satellite dish or antenna and related equipment.
- 9. Liability insurance and indemnity: Resident is fully responsible for any satellite dish or antenna and related equipment. Owner/Agent does does not require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with proof of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna or related equipment. The insurance coverage must be no less than \$\_\_\_\_\_ (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna is installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.
- 10. Deposit increase. Owner/Agent □ does □ does not require an additional security deposit (in connection with having a satellite dish or antenna): If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$\_\_\_\_\_\_ to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).
- 11. When Resident may begin installation: Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written proof of the liability insurance referred to in paragraph 9 of this addendum, if applicable; (3) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph 10; (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

The undersigned Resident(s) acknowledge(s) having read and understood the aforementioned.

Date Res	ident	_	Date Res	ident
Date Res	ident	-		ident
Date O	wner/Agent			

## UNLAWFUL ACTIVITY ADDENDUM

Thi	s document is an Addendum and is part of the Rental/Lease Agreement, dated	between
		(Owner/Agent) and
		(Resident) for the
Pre	mises located at, Unit # (if a	pplicable)
	(City) (Zip), CA	
1.	Resident, members of the Resident's household, and any guest or other persons under the Resident's criminal activity, including drug-related criminal activity, on or near the property. "Drug-related criminal guest or near the property." Drug-related criminal activity, on a construct the property of the criminal activity, and any guest or near the property. "Drug-related criminal activity, and any guest or near the property." (Drug-related criminal activity, on a construction, use, or possession with intent to manufacture, sell, distribute, (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).	minal activity" means the
2.	Resident, members of the Resident's household, and any caller or other persons under the Resident's <i>any act projected to make possible criminal activity,</i> including drug-related criminal activity, on or p	
3.	Resident and members of the household <i>will not permit the residence unit to be used for, or to make</i> including drug related criminal activity, regardless of whether the individual engaging in such activit household or a guest.	
4.	Resident and members of the household will not engage in the manufacture, sale, or distribution of i whether on or near premises and property or otherwise.	llegal drugs at any location,
5.	Resident, any member of the Resident's household, or a caller or other person under the Resident's of violence, including, but not limited to the unlawful discharge of firearms on or near property/pres	

6. VIOLTATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF RESIDENCY. A single violation of any of the provisions of this addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the proof.

7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall administrate.

The undersigned Resident(s) acknowledge(s) having read and understood the aforementioned.

Date Res	ident	_	Date Res	ident
Date Res	ident	-	Date Res	ident
Date O	wner/Agent			



## **RENTERS INSURANCE ADDENDUM**

This document is an	n Addendum and is part of the Rental/Lease Agreement, dated	between
		(Owner/Agent) and
		(Resident) for the
Premises located at	, Unit #	(if applicable)
	(City) (Zip), CA	
Resident is req	uired to maintain renters insurance throughout the duration of the occupancy t	that includes:

- (1) A minimum coverage of \$\_\_\_\_\_\_ in personal liability (bodily injury and property damage) for each incidence;
- (2) The property listed above must be listed as the location of resident insured;
- (3) Owner is listed as a Certificate Holder;
- (4) Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage, to the Owner/Agent

Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the occupancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

Resident is encouraged, but not required to obtain renters insurance.

## **Insurance Facts for Residents**

- 1. Generally, except under special circumstances, the OWNER IS NOT legally accountable for loss to the resident's personal property, belongings or personal liability, and the OWNER'S INSURANCE WILL NOT COVER such losses or damages.
- 2. If damages or injury to the owner's property is caused by resident, resident's guest(s) or children, the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy.
- 3. The following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally liable for:
  - a. Your babysitter injures themselves in your unit.
  - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
  - c. A friend, or your handyman, is injured while helping you slide out your stove so you can clean behind it.
  - d. While fixing your stereo, a handyman hired by you is injured when he slips on the floor you have just waxed.
  - e. Your locked car is broken into and your personal property, and/or personal property of a friend, is stolen.
  - f. A burglar breaks your front door lock and steals your valuables or personal property.
- 4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you talk with your insurance agent and obtain suitable coverage for fire, theft, liability, workers' compensation and other perils.

The cost is practical taking into consideration the peace of mind, the protection, and the financial recovery of loss that you get if you are sufficiently protected by insurance.

The undersigned Resident(s) acknowledge(s) having read and understood the aforementioned.

Date Res	ident	Date Res	ident	
Date Res	ident	Date Res	ident	
	Owner/Agent			



## **CALIFORNIA'S PROPOSITION 65 WARNING**

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive damage.

These types of chemicals are found within this institution. This brochure provides you with information on what chemicals may be present and what your exposures to them might be.

## SECOND HAND TOBACCO SMOKE AND TOBACCO PRODUCTS:

Tobacco products and toba cco sm oke and its by-products contain many chemicals that are known to the Stat e of California to c ause cancer, and birth defects or other reproductive damage. Smoking is allowable in certain common and private areas.

## FURNISHINGS, HARDWARE, AND ELECTRICAL COMPONENTS:

Room furni shings and building materials contain formaldehyde, which is known to the State of California to cau se cance r. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, c ontain a num ber of chem icals, including lea d, and formaldehyde, kn own t o cause cance r, and/ or bi rth defect s o r other reproductive damage. T heir existe nce in these materials can lead to exposures. Ce rtain molds that may be present contain c hemicals, including sterigmatocystin, known to the State of California to cause cancer.



## **COMBUSTION SOURCES:**

Combustion sources such as gas stoves, fireplaces, and barbeques contain or create a large num ber of c hemicals, includi ng acetalde hyde, benzene and carbon monoxide, known to the State of California to ca use cancer, and/or birth defects or other reproductive damage which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned Proposition 65-listed chemicals are released into the air.



## **CONSTRUCTION AND MAINTENANCE MATERIALS:**

Construction an d m aintenance m aterials c ontain Proposi tion 65-1 isted chemicals, such as roof ing materials manufactured w ith vi nyl chlori de monomer, benze ne a nd ceramic fibers, w hich are known to the State of California to cause cancer, birth defects or o ther reprod uctive dam age. Construction m aterials use d in w alls, f loors, ce iling and ou tside clad ding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are releas ed as gases or vap ors during normal dilap idation or corrosion, and as d ust or part iculate w hen disturbed d uring repairs, maintenance or restoration, all of which can lead to exposures.

## CERTAIN PRODUCTS USED IN CLEANING AND RELATED ACTIVITIES:

Certain cle aning pro ducts used for spec ial cl eaning purp oses su ch as graffiti re moval and spot a nd sta in lifters contain chlorinated solvents including perchlorethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive damage.



## SWIMMING POOLS AND HOT TUBS:

The use and maintenance of a varie ty of recreati onal activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and brom oform which are chemicals known to the State of California to cause cancer.

## PAINT AND PAINTED SURFACES:

Certain paints and painted surfaces contain chemicals, such as lead and crystal line si licat hat are known t o the State of California to cause cancer, and/or birth defects or other reproductive damage. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

## **ENGINE RELATED EXPOSURES:**

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are a ssociated with this res idential rental facility. Mo tor vehicle rental fuels and engine exhaust contain many Proposition 65-listed c hemicals, including be nzene, carb on monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive damage. In parking structures and garages, exhaust fumes can concentrate, increasing your contact to these chemicals.

## PEST CONTROL AND LANDSCAPING:

Pest control and landscaping products used to control insects and weeds contain resmethrin mycobutonil triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive damage.

## SOURCES OF CHEMICAL EXPOSURES:

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive dam age. The law requires that businesses with 10 or more employees warn y ou prior to knowingly and deliberately exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breather routinely contain many of these chemicals. This document provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

General – W arning: This facility contains chemicals known to the State of California to cause cancer, and birth defects or other reproductive damage.

**Foods and B everages – Warning:** Chemicals k nown to the State of Cal ifornia to c ause cancer, or birth defects or o ther reproductive damage may be present in foods or beverages sold or served here.

Alcohol – Warning: Drinking distilled spirits, beer, coolers, wine, and other alcoholic beverages may increase cancer risk, and, during pregnancy, can cause birth defects.

22

## **BEDBUG ADDENDUM**

This document is an	n Addendum and is part of the Rental/Lease Agreement, d	lated	between
			_(Owner/Agent) and
			(Resident) for the
Premises located at	(Street Address)	Unit # (if app	olicable)
	(Street Address), CA, CA		

It is our goal to uphold the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bedbugs. While the existence of bedbugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bedbugs, minimizing an infestation, and restraining its spread.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

(Resident Initials)	(Resident Initials)
(Resident Initials)	(Resident Initials)
()	()

Resident agrees to maintain the location in a manner that prevents the incidence of a bedbug infestation within the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- 1. Resident shall practice good housekeeping, including the following:
  - Resident shall **remove clutter.** Bedbugs like dark, c oncealed places, s uch as in and around piles of clothing, shoes, stuffed animals, laundry, particularly under the bed and in closets. Minimizing clutter also makes it easier to carry out housekeeping.
  - Resident shall **keep the unit clean.** Vac uum and dust regularly, especially in the bedroom, being particularly thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bedbugs, and notify Owner/Agent of these immediately.
  - Resident shall **avoid using secondhand or rental furni shings**, particularly b eds and mattresses. Used items are o ften infested with bedbugs. If you m ust use rented or sec ondhand items, inspect them carefully, and never accept any ite m that shows signs of bedbugs. Resident shall not bring discarded items from the curbside into the unit.
  - Resident shall **cover mattresses and box springs with zippered, vinyl coverings.** These are relatively inexpensive, and can prevent bedbugs from getting inside the mattress, their favorite nesting spot. The covers will also avert any bugs inside from getting out; they will ev entually die inside the sealed cover (though this may take many months). Th icker covers will last longer.
  - Resident s hall **arrange furniture to mini mize bedbug hiding places.** If possible, keep be ds and upholstered furniture several inches away from the walls. Bedbugs can jump as far as 3 inches.
  - Resident shall **check for hitch-hikin g bed bugs.** If you stay in a hot el or an other home, i nspect your clothing, luggage, shoes, and belongings for signs of bedbugs *before* you enter your residence. C heck backpacks, shoes, and clothing after visits t o fri ends o r fam ily, theaters, or after using public transportation. After guests visit, in spect b eds, bedding, and upholstered furniture.
- 2. Resident shall report any problems immediately. Specifically, Resident shall:
  - **Report any signs of bedbugs immediately.** Do not wait. Even a few bugs can quickly multiply to create a major infestation that can extend from unit to unit.
  - **Report any maintenance needs immediately.** Bedbugs like cracks, crevices, holes, and other openings. R equest that all openings be sealed to prevent the movement of bedbugs from room to room.



BEDBUG ADDENDUM CONT.

3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bedbugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident complies with the recommendations from the pest management professional, including:

- Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transfer to the laundry or dry cleaner.
- Checking mattresses carefully; those with minimal in festation may be clean ed, encased in vi nyl covers, and ret urned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- **Emptying dressers, nightstands, and closets**. Remove all items from floors and surfaces. Inspect every item for signs of bedbugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
- Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
- Vacuuming all furniture, i neluding i nside dra wers and ni ghtstands. Vacu um mattresses, b ox sp rings, and u pholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- Carefully removing vacuum bags, sealing bags in plastic, and discarding.
- Cleaning all ma chine-washable bedding drapes, clothing, etc. Use t he hottest water the m achine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Moving furniture toward the center of the room, so that technician can easily treat carpet edges where bedbugs collect, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- 4. R esident agrees t o i ndemnify and hol d ha rmless the Ow ner/Agent from any actions, claims, losses, damages, and ex penses, including, but not limited to, attorney's fees that the O wner/Agent may sustain or i ncur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the aforementioned.

Date Res	ident	_	Date Res	-	ident
Date Res	ident	_	Date Res	-	ident
Date O	wner/Agent				



## **POOL ADDENDUM**

Thi	s document is a	n Addendum and is part of the Rer	ntal/Lease Agreeme	ent, dated	_between
					(Owner/Agent) and
					(Resident) for the
Pre		(Street Address)			
		(City) (Zip)			
1.	The Pool is to be	used only between the hours of			
2.		ved solely for use of Residents of the fa			
3.	Children under th	ne age of fourteen (14) shall not use the	pool without an adult	present.	
4.		served or eaten in or around the pool vi n unbreakable containers.	cinity at any time with	nout Owner/Agent's	s consent. Refreshments
5.		erages shall be served or consumed in erages is permitted in or near the pool.	or around the Pool vic	inity at any time. N	lo person under the influence
6.		pping, horsing around, fighting, rowdy o bidden in or around the Pool vicinity.	or dangerous conduct,	and/or any loud bel	havior disturbing to the other
7.	No radios, CD pl	ayers, or other musical instruments ma	y be used in or around	the Pool area with	out consent of Owner/Agent.
8.	Residents and the	eir guests are required to be properly dr	essed at all times, goin	ng to and from and	in or around the pool area.
9.	Showering is req	uired prior to using the Pool. Those us	ing the Pool shall dry	themselves off befo	ore exiting the Pool area.
10.	Only approved sy	wimwear is allowed in the pool at all tin	mes.		
11.	Residents and gu	ests will place their own towels over Po	ool furniture when usi	ng suntan oil or oth	er lotions.
12.	No toys, inner tu	bes or any other items whatsoever will	be allowed in the Poo	l at any time.	
13.	Safety equipmen	t is not to be used except in case of eme	ergency.		
14.	Persons using Owner/Agent	<b>RD WILL BE ON DUTY.</b> g pool amenities do so at their own risk. is not responsible for accidents or inju is not responsible for belongings lost,	ry.		
The	undersigned Resi	dent(s) recognize(s) having read and ur	nderstood the aboveme	entioned:	
Date	Res	ident	Date Res		

Date Res

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ident

wner/Agent

ident

Date Res

Date O

## SECURITY DEPOSIT REFUND GUIDELINES

This document is incorporated into and shall become a part of that certain Rental Agreement by and between Owner and Resident(s) listed in Agreement.

## Normal Wear and Tear Shall Mean:

- A. Provided the resident occupies the premises for (37) months or **MORE**, management shall assess NO CHARGES against the security deposit for the painting of walls.
- B. Resident(s) will be charged, per diem rate for all days the unit must remain vacant in order for repairs to be completed.
- C. Resident shall in all circumstances be charged for cost for carpet cleaning and cleaning of unit interior and exterior at move out. The amount charged may be lessened depending upon the condition the resident leaves the rental unit.
- D. Should resident occupy the apartment for LESS than (37) months, a pro-rated charge will be assessed for painting of the walls. Pro-ration will be based on the following:

1-12	Months	Full		cost of refurbishment
13-24	Months	50%		of the refurbishment cost
25-36	Months	25%		of the refurbishment cost
37	Months or longe	er	No	charge

## **SUMMARY OF DEDUCTIONS:**

Turnover cost	0	1	2	3	4
	Studio	Bedroom	Bedrooms	Bedrooms	Bedrooms
Complete Paint	\$ 200.00	\$ 275.00	\$ 400.00	\$ 500.00	\$ 600.00
Partial Paint	\$ 100 / Room	\$ 100 / Room	\$100 / Room	\$ 100 / Room	\$ 100 / Room
Touch-up Paint	\$ 50 / Wall	\$ 50 / Wall	\$ 50 / Wall	\$ 50 /Wall	\$ 50 / Wall
Carpet Cleaning	Cost Cost C	ost Cost Cost			
Carpet Deodorizing	Cost	Cost Cost C	ost Cost		
Ceiling	\$100.00 \$100	. 00 \$100	. 00 \$100	. 00 \$100	. 00
Window Cleaning	Cost	Cost Cost C	ost Cost		

Should replacement of damaged or missing items or cleaning be necessary in the premises, the following MINIMUM CHARGES will be assessed:

Broiler Pan	ea. \$ 12.00	Interior Door Knob	\$ 20.00	Re-Key Lock	25.00/lock
Butter Dish	2.00	Interior Door	75.00	Shower Door-Plastic	75.00
Cabinet Door	Cost	Light Bulb	3.00	Shower Door-Glass	125.00
Carpet / Pad	Cost	Light Globe	Cost	Shower Rod	12.00
Crisper Cover or Tra	y 18.00	Mail Box Locks	25.00	Sink Stopper	ea. 3.00
Dishwasher rack	35.00	Mirrors	Cost	Smoke Detector	20.00
Door Stops	ea. 5.00	New Keys	4.00 / Key	Stove Burner Rings	4.00
Drip Pan (6" or 8")	5.00	Outlet Plates	ea. 2.00	Switch Plate	2.00
Entry Door	125.00	Oven Racks	25.00	Toilet Paper Holder	ea. 3.00
Entry Lock	Cost	Patio Screen Door	45.00	Toilet Seat	15.00
Fire Extinguisher	25.00	Peep Holes	15.00	Tub Stopper	ea. 5.00
Garbage Disposal	75.00	Pest Control	Cost	Wall Bumpers	ea. 4.00
Glass - Windows	Cost	Range Hood / Screen	10.00	Window Screens	ea. 20.00
Ice Trays	set / 5.00	Range Knobs	ea. 4.00	Window Coverings	Cost

## LABOR CHARGES FOR MAINTENANCE REPAIRS AND GENERAL CLEANING WILL BE ASSESSED AT \$25.00 PER HOUR for

balconies, bathroom cabinets, bathroom floors, sinks, bathtubs, cabinets, commode, dishwasher, kitchen floor, light fixtures, medicine cabinet, mirrors, windows, ovens, patio windows, range top, refrigerator, shower stall, trash removal, washing of walls, doors, door frames, switch plates, shelving, heat registers, removing contact paper, and any other miscellaneous cleaning charges incurred. Nothing herein shall be construed as a limitation upon Owners right to pursue cause for damages not listed herein.

Date Res	ident	Date Res	ident
Date Res	ident	Date Res	ident
Date O	wner/Agent		

## **MOVE-IN/MOVE-OUT ITEMIZED STATEMENT**

Resident Name(s)		Initial Inspection Date	Initial Inspection by	Final Inspection Date Fi	nal Inspection by
Address/Apt. #	City	State	Zip	Move in Date	Move out Date

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: NCC – Needs Complete Cleaning • REP - Replace • SC – Needs Spot Cleaning • SP – Needs Spot Painting • RPR – Needs Repair • PT – Needs Painting • SCR - Scratched • CLN - Clean • NEW – New

		Initial Inspection	
Kitchen Move-in	Inspection	(Residents option)	Final Inspection
Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Fan/Light			
Microwave			
Counter Top			
Sink / Faucets			
Drains / Disposal			
Cabinet / Doors			
Shelves / Drawers			
Under Sink			
Windows			
Screens			
Window Coverings			
Electric Fixtures			
Light Bulbs			

Stove / Oven		
Stove - Outside		
Burners		
Drip Pans		
Vent		
Timer / Controls		
Oven Surfaces		
Oven Racks		
Broiler Pan		
Light		

## Refrigerator

Inside (all parts)		
Outside		

## Dishwasher

Outside / Controls		
Inside (all parts)		

## **Dining Room**

Ceiling		
Walls		
Window Coverings		
Shades		
Closet		
Doors		
Floor		
Windows		
Screens		



Electric Fixtures		1
Light Bulbs		

## Living Room

Walls		
Ceiling		
Doors		
Windows		
Screens		
Window Coverings		
Floor		
Closet		
Light Bulbs		
Electric Fixtures		
Fireplace		

## 1<sup>st</sup> Bedroom

Walls		
Ceiling		
Windows		
Screens		
Window Coverings		
Doors		
Closet		
Floor		
Electric Fixtures		
Light Bulbs		

## 2<sup>nd</sup> Bedroom

Walls		
Ceiling		
Windows		
Screens		
Window Coverings		
Doors		
Closet		
Floor		
Electric Fixtures		
Light Bulbs		

## 3<sup>rd</sup> Bedroom

e bearoom		
Walls		
Ceiling		
Windows		
Screens		
Window Coverings		
Doors		
Closet		
Floor		
Electric Fixtures		
Light Bulbs		

# Other Room Walls Ceiling Windows Screens Window Coverings Doors Closet Floor

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Electric Fixtures Light Bulbs

Ceiling		
Walls/Tile		
Floors		
Cabinets		
Shelves		
Doors		
Mirror		
Tub/Shower		
Caulking		
Shower Door / Tracks		
Basin		
Drains		
Faucets		
Counter tops		
Exhaust Fan		
Bowl / Seat		
Towel Racks		
Window		
Screen		
Electric Fixtures		
Light Bulbs		

## 2<sup>nd</sup> Bath

2 Dath		
Ceiling		
Walls/Tile		
Floors		
Cabinets		
Shelves		
Doors		
Mirror		
Tub/Shower		
Caulking		
Shower Door / Tracks		
Basin		
Drains		
Faucets		
Counter tops		
Exhaust Fan		
Bowl / Seat		
Towel Racks		
Window		
Screen		
Electric Fixtures		
Light Bulbs		

## Systems

Smoke Detectors		
Furnace / Thermostat		
Air Conditioning		
Water Heater		
Water Softener		

## Laundry Room

Washer / Dryer		
Hookups		
Light Fixtures		
Window / Coverings		
Floor		
Door		
Other		



#### Front Porch

Electric Fixtures			
Light Bulbs			

Back Porch		
Electric Fixtures		
Light Bulbs		

## Garage / Carport

Electric Fixtures		
Light Bulbs		
Remote / Opener		
Floor		
Walls		
Garage Door		

#### Yard

Landscaping		
Sprinklers		
Fences / Gates		
Other		

#### Number of Keys

Door		
Laundry Room		
Mailbox		
Other		

## According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Codes Section 1950.5(d)). According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment to rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified to the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

# An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises. Move-In Inspection:

Resident:	Da	te:		Resident:	Da	te:
Resident:	Da	te:		Resident:	Da	te:
			_			
Owner/Agent	: Da	te:	-			
Initial Inspec	ction:					
Owner/Agent	: Da	te:	-			
Move-Out In	spection:					
			-			
Owner/Agent	: Da	te:				

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