

1. Residency and Financials

1.1 LANDLORD

This Month to Month Lease (Agreement) is made this 05/08/2023 by and between **RPM Westchester Agent for Owner (Lessor)** and [REDACTED] (**Lessee**) and will be referred to in this Lease Agreement as "Landlord".

1.2 TENANT

The Tenant(s) is/are, [REDACTED], and will be referred to in this Lease Agreement as "Tenant".

1.3 RENTAL PROPERTY

The Landlord agrees to rent to the Tenant the property located at 39 Sumner Avenue - Apt 2 Yonkers, NY 10704, which will be referred to in this Lease as "Leased Premises."

1.4 TERM OF LEASE AGREEMENT

Lessor and Lessee have entered into a certain lease agreement commencing 05/01/2023 for the rental of a certain rental unit located at 39 Sumner Avenue - Apt 2 Yonkers, NY 10704

NOW THEREFORE, for value received, receipt of which is hereby acknowledged by Lessor, the parties agree as follows:

- The monthly rental amount will be

MAHCY	\$1,935.00
[REDACTED]	\$165.00
Total:	\$2,100.00

Tenant(s) Portion is to be determined by MAHCY
- This Lease Agreement will continue in full force and effect on a month-to-month basis unless the Tenant(s) or Landlord provides written notice to the other party at least 30 days prior to terminating the Lease. At the end of this Lease Agreement or any renewal thereof, the Tenant(s) must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant(s) took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on the day and year first above written.

1.5 USE & OCCUPANCY OF PROPERTY

- The only person(s) living in the Leased Premises is/are: [REDACTED]
- Any change in occupancy will require the written consent of the Landlord and may be subject to an adjustment in the amount of the rent.
- The Tenant will use the Leased Premises only as a residence.

1.6 RENT

- The amount of Rent to be paid monthly is

MAHCY	\$1,935.00
[REDACTED]	\$165.00
Total:	\$2,100.00

 - Tenant(s) Portion is to be determined by MAHCY

Rent payments should be submitted online through the tenant portal once the lease is signed. The tenant portal will be activated, and directions will be sent in order to submit your payment(s) upon lease signing.

B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.

C. Rental payments are made payable to **RPM Westchester**.

D. Rental payments paid by Certified Check, Personal Check, and/or Money Order may be delivered to the Landlord at RPM Westchester, [REDACTED]

1.7 FUNDS COLLECTED ON OR BEFORE LEASE SIGNING

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

1.8 LATE FEE

A. If the rent or other charges are not received by the Landlord on or before 5 days after the rent is due, the Tenant(s) must pay a late fee of \$0.00 Flat Fee in addition to the rent.

B. Payments received by the Landlord when there are payments in arrears shall be credited first to any outstanding balance and then applied to the current amount due.

C. Any amounts due shall be subject to late fees.

1.9 RETURNED PAYMENTS

1. A returned payment fee of \$ 75 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
2. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

1.10 SECURITY DEPOSIT

A. The Tenant(s) have paid to the Landlord a security deposit of [REDACTED] to be held in an Escrow Account with Capital One (Account [REDACTED]).

- **Additional Security Deposit of \$0**
- **Security shall be held by Landlord until the time said Tenants have vacated the premises and the Landlord has inspected it for damages. Tenant(s) shall not have the right to apply Security Deposit in payment of any rent. Security deposits must be raised proportionately with the rent increases.**

B. Tenant(s) agrees that this security deposit is intended to secure the faithful performance by the Tenant(s) of all terms, covenants, and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent, and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.

C. Tenant(s) must be responsible for any unpaid charges or attorney fees, suffered by the landlord by reason of Tenant's default of this Lease in accordance with state and local laws and regulations.

D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.

E. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

By initialing below, you acknowledge and agree to the terms in Section 1.

[REDACTED]

2. Policies and Procedures

2.1 PETS

The tenant(s) must get approval with RPM Westchester before any pet is allowed in or on the property, and this may also require an additional Security Deposit. Unauthorized pets allowed to occupy the premises will be considered a breach of the lease.

No pets are permitted to occupy the property. Unauthorized pets permitted to occupy the premises will be considered a breach of the lease.

2.2 RULES & REGULATIONS

1. Late fees are strictly enforced and any unpaid fees will not be waived.
2. Residents and their guests must not interfere with the reasonable peace, comfort, and privacy of the other residents. The landlord does not permit loud gatherings. A disturbance caused by tenants or invitees of tenants that result in any police action or complaints from neighbors is considered sufficient cause for termination of your lease and action for eviction as permitted by law.
3. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
4. The Tenant(s) will be responsible for any fine and/or violation that is imposed on the Landlord due to Tenant's negligence.
5. The Tenant(s) shall abide by all Federal, State, and Local laws.
6. The Tenant(s) shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
7. The Tenant(s) agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use, or possession of illegal drugs on or around the Leased Premises.
8. The Tenant(s) agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
9. The Tenant(s) must report any malfunction with the smoke detector(s) immediately to the Landlord. The Tenant(s) agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
10. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
11. Under no circumstance may a stove, oven, or range be used as a source of heat.
12. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
13. The tenant(s) shall use ventilating fans at all times when cooking and bathing.
14. The windows and doors must remain closed during inclement weather.
15. The Tenant(s) shall notify the Landlord of any pest control problems.
16. The Tenant(s) must notify the Landlord of any changes in employment.
17. The basement and/or attic may not be modified for the use of any living quarters without the written permission of the Landlord.
18. The Tenant(s) may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
19. Tenant shall abide by all rules and regulations mandated by any governing Common Interest Association or Community, and shall be responsible for violations and/or fines from such as a result of Tenant's failure to abide by rules and governing documents.

2.3 ADDENDA

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

1. Lead-Based Paint Disclosure of Information
2. New York Sprinkler Disclosure
3. New York State Housing Discrimination Disclosure
4. Smoke-Free Property Addendum
5. Tenant Guest Policy
6. Tenant Receipt of Key(s)
7. Westchester County Flood Disclosure
8. Zero Tolerance for Criminal Activity

By initialing below, you acknowledge and agree to the terms in Section 2.

X  _____

3. Responsibilities

3.1 ENDING THE LEASE

At the end of this Lease Agreement or any renewal thereof, Tenant(s) must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant(s) took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

3.2 UTILITIES & SERVICES

A. Tenant is responsible for the following utilities and services: **Electric and Gas** and is required to register the utilities and services in Tenant's name. Tenants understand and agree that essential services are to be maintained and operational at all times.

B. Landlord will be responsible for the following utilities and services: Heat, Heating Gas, and Water

1. Tenant(s) agrees that Landlord will not be held responsible for the loss of use, discontinuation, or interruption of any utility or extra services beyond the Landlord's control.
2. Tenant(s) shall notify the Landlord of any malfunction of a utility.
3. Tenant(s) may not be negligent in his/her use of any included utility or service. If by tenant's negligence, the utility bill or service fee dramatically increases, the tenant will be billed for any overages which will then be due and payable by the Tenant as additional rent.

3.3 APPLIANCES

A. Landlord will supply and maintain: Gas Stove and Refrigerator

1. Tenant(s) will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to neglect or misuse by the Tenant(s) will become the full responsibility of the Tenant(s), either in the appliance repair or replacement.
2. Tenant(s) agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of the lease term.

B. Tenants must have written approval before installing any appliance. Landlord excepts no responsibility for the maintenance, repair, or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damages that occur to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

3.4 MAINTENANCE & REPAIRS

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant(s). Tenant(s) will be responsible for any repairs caused by his/her negligence.

1. It is the responsibility of the Tenant(s) to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
2. If any required repair is caused by the negligence of the Tenant(s) and/or Tenant(s) guest, the Tenant(s) will be fully responsible for the cost of the repair and/or replacement that may be needed.
3. The Tenant(s) must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy, sanitary manner.
4. Tenants must abide by all local recycling regulations.
5. The Tenant(s) shall properly use and operate all electrical, cooking, and plumbing fixtures and keep them clean and sanitary.
6. The Tenant(s) is not permitted to paint or make any alterations, improvements, or additions.
7. The Tenant is responsible for removing snow and ice from the driveway, stairs, and walkways.

3.5 CONDITION OF PROPERTY

The Tenant(s) acknowledges that the Tenant(s) has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.

1. The Tenant(s) agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
2. The Tenant(s) agrees to return the Leased Premises to the Landlord at the end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

3.6 CHARGES FOR LOST KEYS/LOCKOUTS

For After Hours Lockouts, between 5 pm and 8:59 am Monday thru Friday, Major Holidays, and Weekends, please contact a local locksmith at the Tenants expense. Depending on the complex you may reside in, there may be either a super on-site or a security office.

During the Move-In Inspection, keys are issued for the property/apartment. These keys together with any and all duplicates made by the resident must be returned upon vacating the apartment. No lock may be changed or added to any exterior or interior door without the written consent of RPM Westchester. Management must retain a key to each apartment.

There will be a \$ 50.00 charge per key replacement for anyone requiring management to open his or her door during normal business hours (Monday thru Friday from 9 am to 5 pm).

By initialing below, you acknowledge and agree to the terms in Section 3.

X 

4. General Clauses

4.1 INSURANCE

Tenant(s) is required to obtain personal property/renters insurance with an insurance company properly licensed to do business in the state and provide evidence thereof to Landlord. Tenant(s) is solely responsible for any damage or loss of the Tenant(s) personal property to the extent that the law permits.

4.2 SECURITY NOT PROMISED

The Tenant(s) has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant(s) understands that although the Landlord makes every effort to make the Lease Premises safe and secure, this in no way creates a promise of security.

4.3 RIGHTS OF ENTRY

A. Landlord and/or his agents, with 24 hours written notice have the right during the term of the Lease Agreement to enter Leased Premises during reasonable hours to inspect the premises, make repairs or improvements, or show prospective buyers and/or Tenant(s) the property.


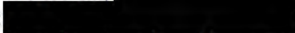
B. In the event of an emergency, the Landlord reserves the right to enter the Leased Premises without notice. It is required that the Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.

1. Tenants will not change, or install additional locks, bolts, or security systems without the written permission of the Landlord.
2. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
3. Tenant shall be responsible for any and all damages that may occur due to forcible entry during an emergency where there is an unauthorized lock placement.

4.4 NOTICES

A. Any notice, required by the terms of this Lease Agreement shall be in writing.

B. Notices sent to the Landlord may be sent to the following.

1. RPM Westchester, 
2. E-Mail: 
3. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
4. Regular Mail
5. Personal Delivery
6. Certified or Registered Mail, Return Receipt Requested
7. E-Mail

4.5 ABANDONMENT

If the Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, the Landlord may, at Landlord's sole discretion, hold the Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move-out procedures, the Tenant will be responsible for any and all damages and losses allowed by Federal, State, and Local

regulations as well as this Lease.

4.6 LANDLORD REMEDIES

If the Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of default of this Lease Agreement, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the Tenant removed from the Leased Premises as well as seek a judgment against the Tenant for any monies owed to the Landlord as a result of Tenant's default.

A. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees, and costs.

4.7 SUBORDINATION

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

4.8 CONDEMNATION

If the whole or any part of the Leased Premises is taken by any authority having the power of condemnation, this Lease Agreement will end. Tenant shall peacefully vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however, is responsible for all rent charges until such time that the Tenant vacates the Leased Premises.

4.9 ASSIGNMENT OR SUBLEASE

Tenant agrees not to transfer, assign, or sub-lease the Leased Premises without the Landlord's written permission.

4.10 JOINT & SEVERAL LIABILITY

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is completely responsible for all obligations under the terms of the Lease Agreement.

4.11 MISREPRESENTATION

If any information provided by the tenant in the application for this Lease is found to be knowingly incorrect, untruthful, and/or misleading, it is a breach of this Lease.

4.12 BINDING OF HEIRS & ASSIGNS

All provisions, terms, and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees, and Legal Successors.

4.13 SEVERABILITY

If any part of this Lease Agreement is not valid, enforceable, binding, or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by the Local, State, and, Federal governments.

4.14 GOVERNING LAW

This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of New York.

4.15 PARAGRAPH HEADINGS

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord and Tenant.

4.16 ENTIRE AGREEMENT

1. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules & Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and tenant regarding the Leased Premises.
2. Tenant(s) acknowledges the receipt of any disclosures required by the State of New York as well as any disclosures required by

Federal, State, and Local jurisdictions.

Notice: This is an important Legal document.

- **You may have an attorney review the Lease Agreement prior to signing it.**
- **If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default, or default of the remaining provisions.**
- **Time is of the essence in this Lease Agreement.**

By signing this Lease Agreement, the tenant certifies that he/she has read, understood, and agrees to comply with all of the terms, conditions, Rules & Regulations of this Lease Agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules & Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Garage Remote(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

By initialing below, you acknowledge and agree to the terms in Section 4.

X  _____

5. Lead-Based Paint and/or Lead- Based Paint Hazards

5.1 LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS INFORMATIONAL BROCHURE

SIMPLE STEPS TO PROTECT YOUR FAMILY FROM LEAD HAZARDS

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNITED STATES CONSUMER PRODUCT SAFETY COMMISSION UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT MANY 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.

FEDERAL 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.

ARE YOU PLANNING TO BUY, RENT, OR RENOVATE A HOME BUILT BEFORE 1978? 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. 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 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.

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.
- BRAIN OR NERVE DAMAGE
- SLOWED GROWTH
- HEARING PROBLEMS
- REPRODUCTIVE PROBLEMS
- DIGESTIVE PROBLEMS

LEAD AFFECTS THE BODY IN MANY WAYS.

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).

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. GET YOUR CHILDREN AND HOME TESTED IF YOU THINK YOUR HOME HAS HIGH LEVELS OF LEAD. CHECKING YOUR FAMILY FOR LEAD WHERE LEAD-BASED PAINT IS FOUND

IN GENERAL, THE OLDER YOUR HOME, THE MORE LIKELY IT HAS LEAD-BASED PAINT. 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 (MG/FT²) AND HIGHER FOR FLOORS, INCLUDING CARPETED FLOORS.
- 250 MG/FT² 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.

IDENTIFYING LEAD HAZARDS. 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 FOR MORE INFORMATION, OR CALL (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. CHECKING YOUR HOME FOR LEAD JUST KNOWING THAT A HOME HAS LEAD-BASED PAINT MAY NOT TELL YOU IF THERE IS A HAZARD.

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 BEDTIME.
- 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.

WHAT YOU CAN DO NOW TO PROTECT YOUR FAMILY 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 (MG/FT²) FOR FLOORS, INCLUDING CARPETED FLOORS;
- 250 MG/FT² FOR INTERIOR WINDOWS SILLS; AND 400 MG/FT² FOR WINDOW TROUGHS.

CALL YOUR STATE OR LOCAL AGENCY FOR HELP IN LOCATING CERTIFIED PROFESSIONALS IN YOUR AREA AND TO SEE IF FINANCIAL ASSISTANCE IS AVAILABLE. REDUCING LEAD HAZARDS IN THE HOME & REMOVING LEAD IMPROPERLY CAN INCREASE THE HAZARD TO YOUR FAMILY BY SPREADING EVEN MORE LEAD DUST AROUND THE HOUSE. ALWAYS USE A PROFESSIONAL WHO IS TRAINED TO REMOVE LEAD HAZARDS SAFELY. 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 (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 IN THIS BROCHURE. REMODELING OR RENOVATING A HOME WITH LEAD-BASED PAINT IF NOT CONDUCTED PROPERLY, CERTAIN TYPES OF RENOVATIONS CAN RELEASE LEAD FROM PAINT AND DUST INTO THE AIR.

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 CAN NOT 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. LAUNDRY YOUR WORK CLOTHES SEPARATELY FROM THE REST OF YOUR FAMILY'S CLOTHES.

OTHER LEAD-BASED HAZARDS:

- 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.

OTHER SOURCES OF LEAD: WHILE PAINT, DUST, AND SOIL ARE THE MOST COMMON SOURCES OF LEAD, OTHER LEAD SOURCES ALSO EXIST.

THE NATIONAL LEAD INFORMATION CENTER CALL (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 (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 (800) 638- 2772, OR VISIT CPSC'S WEBSITE 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 MORE INFORMATION FOR THE HEARING IMPAIRED, CALL THE FEDERAL INFORMATION RELAY SERVICE AT (800) 877-8339 TO ACCESS ANY OF THE PHONE NUMBERS IN THIS BROCHURE.

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

(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

EPA REGIONAL OFFICES

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

YOUR REGIONAL EPA OFFICE CAN PROVIDE FURTHER INFORMATION REGARDING REGULATIONS AND LEAD PROTECTION PROGRAMS.

CPSC REGIONAL OFFICES

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

WESTERN REGIONAL CENTER
CONSUMER PRODUCT SAFETY COMMISSION
1301 CLAY STREET, SUITE 610-N
OAKLAND, CA 94612
(510) 637-4050

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

YOUR REGIONAL CPSC OFFICE CAN PROVIDE FURTHER INFORMATION REGARDING REGULATIONS AND CONSUMER
PRODUCT SAFETY. U.S. EPA WASHINGTON DC 20460 EPA747-K-99-001 U.S. CPSC WASHINGTON DC 20207 JUNE 2003 U.S. HUD
WASHINGTON DC 20410

5.2 LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards.

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

(b) Records and reports available to the lessor:

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

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

Lessee's Acknowledgment

Lessee has received copies of all information listed above.

Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment

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

Certification of Accuracy

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

By initialing below, you acknowledge and agree to the terms in Section 5.

[REDACTED]

[REDACTED]
[REDACTED]

6. NEW YORK SPRINKLER SYSTEM DISCLOSURE

6.1 NEW YORK SPRINKLER SYSTEM DISCLOSURE

LANDLORD: **RPM WESTCHESTER**

TENANT: [REDACTED]

LEASED PREMISES:
39 Sumner Avenue - Apt 2
Yonkers, NY 10704

New York Landlord-Tenant Law requires that the owner **MUST** disclose to all residential tenants the existence or non-existence of a sprinkler system in the Leased Premises.

I, [REDACTED] (Tenant(s)) have been informed by **RPM Westchester** (Manager/Landlord)

In accordance with New York Law that: (check below)

- YES, there is a sprinkler system installed in the Leased Premises.
- NO there is NOT a sprinkler system installed in the Leased Premises.

This disclosure is made for the Leased Premises listed above and acknowledged by both Tenant(s) and Manager/Landlord by the signatures placed below. This disclosure hereby becomes part of the Lease for the Leased Premises, 05/01/2023 .

By initialing below, you acknowledge and agree to the terms in Section 6.

X [REDACTED]

7. New York State Housing Discrimination Disclosure

7.1 NEW YORK STATE HOUSING DISCRIMINATION DISCLOSURE

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristics.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renter towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for the area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov
- Stop by a DHR office in person, or contact one of the Division s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844) 862-8703

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State s website https://www.dos.ny.gov/complaint_links.html
- Stop by a Department s office in person, or contact one of the Department s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

For more information on Fair Housing Act rights and responsibilities please visit: <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by **RPM Westchester**

(I)(We), [REDACTED], acknowledge receipt of a copy of this disclosure form

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

By initialing below, you acknowledge and agree to the terms in Section 7.

X 

8. PET ADDENDUM

8.1 PET ADDENDUM

This Addendum (Agreement) is made this 05/08/2023 by and between, **RPM Westchester Agent for Owner (Lessor)** and [REDACTED] (**Lessee**).

LEASED PREMISES:

39 Sumner Avenue - Apt 2
Yonkers, NY 10704

I. AUTHORIZATION OF PET(S) AT PROPERTY LOCATION

Landlord grants permission to Tenant(s) to keep the pet(s) described herein on the Property (also referred to as "Property") subject to the terms and conditions of the Lease and this Addendum. Landlord may revoke permission at any time if the Tenant(s) fails to comply with any of the terms of the Lease and this Addendum.

II. SERVICE, GUIDE, SIGNAL, OR SUPPORT ANIMAL:

Under the Americans with Disabilities Act (ADA), the term "pet" excludes a service, guide, signal, or support animal used by Tenant(s) because of blindness, or deafness, because of a physical handicap, or because the tenant is a handler or trainer of support or guide animals. The ADA defines a "service animal" as a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability.

The Tenant(s) does not have a pet(s) that acts as a service animal.

The laws of the State of New York make it illegal for a landlord to refuse to rent property or to otherwise discriminate against any person on the basis of a service animal. Service animals and lease agreements are also guided by federal law under the Americans with Disabilities Act as well as under the Fair Housing Act.

III. PET DESCRIPTION(S):

Tenant(s) is permitted to keep the following pet(s) described herein on the Property. The term "pet" refers to any animal, whether mammal, reptile, bird, fish, rodent, or insect. The term "pet" excludes a service animal.

Type of Pet(s):

- Dog

IV. PET DEPOSIT:

No pet deposit will be charged or collected.

V. PET RENT:

No pet rent will be charged.

VII. PET CONTROL:

Tenant(s) agrees to comply with all the applicable statutes, ordinances, restrictions, homeowner's association rules, and other enforceable regulations regarding any pet, including licensing the pet, if applicable. Tenant(s) further agrees to 1) keep pet vaccinations current, 2) to confine the pet, when outside, with a leash, or in a carrier, and 3) to promptly and properly remove any pet waste from any part of the Property. Tenant(s) shall take all reasonable action to insure that the pet(s) described herein do not violate the rights of other persons on the Property, and shall not permit the pet(s) to bark, howl, snarl, or otherwise, create any noise at such a level, frequency, or time as to disturb other Tenants.

Tenant(s) shall not leave the pet(s) unattended on the Premises for any period in excess of 0 days. Tenant(s) shall provide proper care, food, and shelter for the pet(s). No breeding of the pet(s) shall be permitted on the premises.

VIII. PET REMOVAL:

If Landlord receives any written or verbal complaints from other Tenant(s) at the Property concerning Tenant's failure to comply with the conditions described in this Addendum, Landlord shall investigate the complaint(s) and inform Tenant(s), in writing, about the same. If Tenant(s) fails to address said complaint(s) after one (1) written notification, Landlord shall notify Tenant(s), in writing, of Landlord's demand to remove, or to cause to be removed, Tenant's pet or pets from the Premises within 30 days.

IX. TENANT'S LIABILITIES:

Tenant(s) shall be responsible for all damages to the Premises caused by the pet(s) described herein, including but not limited to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yards, fences, or landscaping. Upon termination of the Lease or removal of the pet(s) from the Premises, whichever occurs first, and if any part of the Premises leased by the Tenant(s) were damaged or fouled by the pet (s) or infested with fleas, the Tenant(s) shall be responsible for the cost for professional carpet cleaning, treatment for flea infestation, and any other repair or replacement required and related to property damage caused by Tenant's pet(s). These repair or replacement costs shall be deducted from the Pet or Damage Deposit. If the damage caused by the pet(s) exceeds the dollar amount of the Pet or Damage Deposit, any and all additional costs must be paid by the Tenant(s) immediately upon demand by the Landlord.

X. ACCESS TO PREMISES:

Tenant(s) must remove or confine any pet at any time that the pet is likely to limit or to prohibit Landlord or other authorized persons access to Premises as permitted by the Lease.

XI. INDEMNIFICATION:

To the extent permitted by law, Tenant(s) agrees to indemnify, hold harmless, and defend Landlord, Landlord's property manager, and Landlord's agents from any and all damages, costs, expenses, and reasonable attorney's fees, if any, which Landlord may suffer or incur in connection with the act or acts of any pet(s) described herein.

XII. DEFAULT:

If Tenant(s) breaches any provision in this Addendum, Landlord may exercise any or all of the remedies described under the Lease.

XIII. ADDITIONAL PROVISIONS:

1. The tenant(s) are only permitted to keep One (1) dog on the leased premises at all times. Unauthorized pets permitted to occupy the premises will be considered a breach of the lease.

THIS IS A LEGALLY BINDING CONTRACT: IF ANY OF THE TERMS ARE UNCLEAR TO YOU, YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE FROM AN ATTORNEY.

By initialing below, you acknowledge and agree to the terms in Section 8.

X 

████████████████████
██████████

9. SMOKE-FREE PROPERTY ADDENDUM

9.1 SMOKE-FREE PROPERTY ADDENDUM

Landlord: **RPM Westchester**

Tenant: ██████████

Leased Premises:
39 Sumner Avenue - Apt 2
Yonkers, NY 10704

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement, executed by and between **RPM Westchester** (Landlord) and ██████████ (Tenant) for the Leased Premises located at 39 Sumner Avenue - Apt 2 Yonkers, NY 10704

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying a lit cigarette, cigar, pipe, or other tobacco or non-tobacco smoked product in any form, legal, and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any of the common areas, including but not limited to hallways, adjoining grounds, balconies, and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of smoke-free living space. Additionally, Tenant(s) acknowledges the Landlord's implementation of smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, the Landlord will try to enforce the terms within this Smoke-Free Property addendum with the Lease to create a smoke-free environment.

Tenant accepts the Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests, and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of the smoke the Landlord assumes no greater duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant will be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek a judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

By initialing below, you acknowledge and agree to the terms in Section 9.

X ██████████
██████████

[REDACTED]
[REDACTED]

10. TENANT GUEST POLICY ADDENDUM

10.1 TENANT GUEST POLICY ADDENDUM

LANDLORD: **RPM Westchester**

TENANT: [REDACTED]

LEASED PREMISES:
39 Sumner Avenue - Apt 2
Yonkers, NY 10704

LEASE DATE: 05/01/2023

This addendum is incorporated into and made part of the Lease executed by and between **RPM Westchester** and [REDACTED], for the Leased Premises located at 39 Sumner Avenue - Apt 2 Yonkers, NY 10704

A "Guest" is defined as a person invited into the Leased Premises by the Tenant(s) and/or Occupant(s).

A guest may not stay overnight for more than ten (10) consecutive nights without the written permission of the Landlord.

All guest(s) must observe and obey all terms and conditions contained in the Lease. If the Tenant and/or the Tenant's guest violate any part of this Guest Policy, the Tenant is then in default, the Landlord may initiate legal proceedings in accordance with the New York and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

By initialing below, you acknowledge and agree to the terms in Section 10.

X [REDACTED]

[REDACTED]
[REDACTED]

11. TENANT RECEIPT OF KEYS ADDENDUM

11.1 TENANT RECEIPT OF KEYS ADDENDUM

LANDLORD: RPM WESTCHESTER

TENANT(S): [REDACTED]

LEASED PREMISES:
39 Sumner Avenue - Apt 2
Yonkers, NY 10704

I/We, [REDACTED] (Tenant(s) acknowledges he/she will receive keys for the Leased Premises on the day lease goes into effect. The Tenant(s) agrees that he/she will not change the lock or make any additional keys without Landlord's written permission. Loss of any keys should be immediately reported to the Landlord.

At the end of the tenancy, the Tenant must return all keys listed herein.

I/We acknowledge by I/Our signatures below that I/We will receive all of the keys listed and agree to the terms contained in this receipt.

By initialing below, you acknowledge and agree to the terms in Section 11.

X [REDACTED] _____
[REDACTED]

12. WESTCHESTER COUNTY FLOOD HISTORY DISCLOSURE FORM

12.1 WESTCHESTER COUNTY FLOOD HISTORY DISCLOSURE FORM

Pursuant to Chapter 581 of the Laws of Westchester County, this form is required to be completed and presented to each prospective tenant for both residential and commercial leaseholds and sublets in Westchester County. See reverse for instructions.

Property Street Address: **39 Sumner Avenue**

Municipality: **City Of Yonkers**

State: **NY**

Zip: **10704**

Tax ID: Section: **6.**

Block: **6081**

Lot: **74**

Property Owner: **RPM Westchester Agent for Owner**

Contact Name: **RPM Westchester Agent for Owner**

Contact Phone: [REDACTED]

Contact Email: [REDACTED]

Flood Insurance Rate Map (FIRM) Panel #: **36119C**

FIRM Zone: **0336F**

Is the property located in a Special Flood Hazard Area?

- Yes
- No**

Within the past ten years, has the property been sub ect to flooding?

- Yes
- No**

If yes, describe any flood events and flood damage over the past ten years, including the approximate height the water reached:

Describe any efforts that you have undertaken as a property owner to reduce flood risk:

By signing below, I certify that I have received this Flood History Disclosure Form

Tenant(s) Name: **Claudia Nunez**

HOW TO FIND THE TAX ID NUMBER FOR THE PROPERTY

Go to the Westchester Tax Parcel Viewer online map at <https://giswww.westchestergov.com/taxmaps/>. Enter the municipality in which the property is located. Enter the property address.

HOW TO DETERMINE THE FEMA MAP PANEL AND DESIGNATED FLOOD ZONE FOR THE PROPERTY

Go to <https://msc.fema.gov/portal/home> and enter the property address. Special Flood Hazard Areas are in the 100-year floodplain (the 1% annual chance flood) and include zone VE (coastal flood areas) and zones A and AE (inland flood areas). The 500-year floodplain (the 0.2% annual chance flood) should also be noted on the form, but the Special Flood Hazard box should be checked "no." Areas labeled X are areas of moderate flood risk and should also be noted on the form and the box checked "no." If you have any questions, contact the Westchester County Department of Planning at (914) 995-4400.

HOW TO DESCRIBE FLOOD HISTORY

Regardless of whether the property is located in a Special Flood Hazard Area on the Flood Insurance Rate Maps as described above, please describe any and all flood events associated with the building or property in the past ten years. This includes damages to the property or building, if the electricity or water service to the building needed to be shut off, and whether tenants needed to be displaced so that repairs could be made. This also includes the extent to which parking areas and/or separate storage areas on the property are subject to flooding. Property owners are also required to provide notification of where the water line was estimated on the premises.

DESCRIBE EFFORTS TO REDUCE FLOOD RISK

For properties that are subject to flooding, please describe any efforts that you have taken to reduce the risks and damage associated with flooding. These can include purchasing flood insurance, installing backflow prevention valves, providing emergency lighting and emergency egress as well as more substantive issues as described in guidance documents such as https://www.fema.gov/sites/default/files/2020-07/fema_P1037_reducing_flood_risk_residential_buildings_cannot_be_elevated_2015.pdf.

NOTICE TO RENTERS: This form is intended to provide you with information concerning flood risk associated with the property you may rent. The form itself does not protect you from losses associated with flooding. It is up to you to protect your personal property. Following are some options to consider.

Purchase Insurance: Flooding is the leading cause of natural disaster risk to health and property in the United States. On average, about 40% of all flood insurance claims come from outside high-risk flood areas. Your landlord's flood insurance will protect the building you rent in, but not your personal belongings from flood damage. A standard renter's insurance policy does not typically cover flooding. Low-cost renter's insurance, also called contents-only coverage, can start at \$100 a year and potentially protect you from thousands of dollars in flood damages. Learn more about how to get a contents-only policy from a local insurance agent.

Be Prepared: The first step in being prepared is understanding your risk. This form is intended to notify you of flood risk associated with the property you rent. You should understand this risk and take appropriate measures to reduce your risk and protect yourself and your belongings. Prepare a kit with flashlights, bottled water and other emergency supplies. Before a storm, make sure the batteries and other supplies are fresh and adequate. If you have special needs or functional disabilities, please consider registering with the County's special needs registry at <https://emergencyservices.westchestergov.com/information-and-alerts/special-needs-flyers>. This information will be provided to local first responders and emergency planners. For more information on how to prepare for flooding, visit <https://emergencyservices.westchestergov.com/severe-weather/flood-awareness>.

By initialing below, you acknowledge and agree to the terms in Section 12.

A blacked-out rectangular area, likely a redacted signature or name.

[Redacted]

13. ZERO TOLERANCE FOR CRIMINAL ACTIVITY ADDENDUM

13.1 ZERO TOLERANCE FOR CRIMINAL ACTIVITY ADDENDUM

LANDLORD: **RPM Westchester**

TENANT: [Redacted]

LEASED PREMISES:
39 Sumner Avenue - Apt 2
Yonkers, NY 10704

This Lease Addendum is incorporated into and made part of the lease executed by the **RPM Westchester** (Landlord) and [Redacted] (Tenant) referring to and incorporating the Leases Premises.

The Landlord has Zero Tolerance for Criminal Activity in or around the Leased Premises. This policy applies to all Tenant, occupants, guests, and any visitors in or around the Leased Premises. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant’s engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that disturbances of the peace not only infringe on the neighbor’s peaceful enjoyment for their property but are also default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime, and disturbances of the peace.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards the eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable New York, local laws, and regulations.

By initialing below, you acknowledge and agree to the terms in Section 13.

X [Redacted Signature]

[REDACTED]
[REDACTED]

14. Sign and Accept

14.1 RPM WESTCHESTER AGENT FOR OWNER

Landlord/Agent Signature and Date

X [REDACTED]
Lessee [REDACTED]
05/08/2023 04:30pm EDT

X [REDACTED]
[REDACTED]
05/08/2023 04:36pm EDT