

# 1

## Residency and Financials

### 1.1 PARTIES TO THE LEASE

This Lease Contract is between you, the undersigned resident(s):

and the undersigned co-signer(s):

and us, the property manager:

River Valley Property Management, LLC

You've agreed to rent the property located at

55 River St - 55 - Main House  
Windsor, VT 05089

for use as a private residence only. Unless indicated otherwise the premises shall be used as a personal residence and not otherwise. Only the persons who have executed this Lease as Tenants, and their dependents, shall be considered as Tenants hereunder. No other persons may reside at the premises.

The terms "you", "your" and "tenant/s" refer to all residents listed above. The terms "we," "us", "our" and "landlord" refer to the owner/agent listed.

The apartment will be occupied exclusively by the tenant(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 14 consecutive days.

### 1.2 AUTHORIZED OCCUPANTS

In addition to the financially responsible tenants named above the only other authorized occupants are as follows: Felicia Fee .

### 1.3 LEASE TERM/DURATION

The terms of this tenancy shall commence on 11/01/2023 and end on 10/31/2024, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

### 1.4 RENTAL PERIOD & NOTICE TO VACATE

Rental periods are always a full month and will always begin on the first of each month and always end on the last day of each month. If you move into your residence on a day other than the first day of a month you will pay a pro-rated rent by the day, but your rental period will still end on the last day of each month.

As a rental period is always a full month, Tenants will always be responsible for the full rental period payment, even if they decide

to move out prior to the end of the rental period during their last month of occupancy. For example: written notice given on the 15th of October will not take affect until the 30th of November. The Tenant will be financially responsible until the end of that following month. There will be no pro-ration of you final month's rent.

### 1.5 RENTS AND CHARGES

Rent is payable without demand or notice. Your total monthly rental charge may be broken up on your tenant ledger for our internal record keeping convenience, not withstanding all charges listed on your tenant account are considered rent and your recurring monthly rental charges are as follows:

Rent Income	\$1,000.00
<b>Total:</b>	<b>\$1,000.00</b>

Every month thereafter, you must pay your rent on or before the 1st day of each month with 4 days of grace period. A fee of \$0.00 Flat Fee will be applied when payments are received after the grace period. Termination of Tenancy notices may be issued if rent is late on or after the 10th of each month and the cost of that notice shall be \$40.00. Late fees may change periodically without prior notice to tenant.

A charge of \$50.00 may apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

### 1.6 CREDIT REPORTING

Tenants payment history will be reported to the Nationwide RentBureau, which may impact credit both positively or negatively. For more information refer to the Experian brochure provided. See Credit Reporting Information Sheet attachment for more information on how your rental payments can impact your credit.

### 1.7 PARTIAL PAYMENT

No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than a payment on account, and no endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check as partial payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder or to pursue against Tenant any additional remedies available under this Lease or provided at law or in equity. This provision and the provisions to pay all sums under this Lease shall survive the Lease.

## 1.8 CREDIT CONSIDERATION FOR MULTIPLE PARTIES

The Tenants acknowledge that the Landlord has executed this lease based on the combined financial resources and credit of all of the Tenants. The Landlord would not sign this lease with any one of the Tenants individually. Therefore, it will be a breach of the lease when any Tenant vacates the unit, if that Tenant is not replaced by another Tenant, approved by the Landlord, with financial resources and credit equal to that of the vacating Tenant.

## 1.9 RENT INCREASE

A fixed term lease locks the rent during the initial term of the lease, however, after the end of the initial lease term the rental rate may be reassessed. Any increase of rent shall take effect on the first day of the rental period following not less than 60 days actual notice to the Tenant. Actual notice shall be written notice which may be either, emailed, hand-delivered or mailed to the Tenant's last known address.

## 1.10 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$1,000.00, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

The security deposit shall secure the performance of the Tenant's obligations under this lease and State law. We may retain all or a portion of the security deposit to remedy defaults of Tenant, including but not limited to, 1) nonpayment of rent, 2) damage to the property of the Landlord unless the damage is the result of normal wear and tear, or the result of actions or events beyond the control of the Tenant, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the Landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by the Tenant.

Under no circumstance may your security deposit be used to pay last months rent.

## 1.11 SECURITY DEPOSIT UTILIZATION & REFUND

Your security deposit will not be returned until you have completely moved-out and we have completed a move-out inspection of the property.

If there is more than one Tenant, the security deposit shall be returned when all of the Tenants under this lease have vacated.

We shall send you any security deposit eligible for refund and/or notify you of the utilization of the security deposit in writing within 14 days from the date we became aware you vacated, or 14 days after the end of your lease term in the event you fail to occupy the property until the end of your lease term. The notice shall itemize any deductions from the security deposit.

Moreover, based on damage, unpaid rents, or other financial obligations at your time of move-out you may owe more than your security deposit. If that is the case any financial obligation following your move-out must be paid to us within 14 days of your move-out

date.

## 1.12 MOVE OUT PRIOR TO END OF LEASE TERM

You are financially obligated to the property for a minimum of the initial lease term. Should you vacate prior to the completion of the initial lease term your financial obligation to pay rent, as well as any and all utilities or other charges agreed in the lease, will continue until the last day of the lease, or until a new tenant moves in, which ever comes first.

In addition you will be charged at least 50% of one months rent as a new tenant placement fee to cover the costs of advertising, screening and securing a new tenant.

## 1.13 MOVE IN INSPECTION

We will conduct a move-in inspection of the property complete with photos and written notes. The condition of the property at move-out will be compared to the move-in inspection to determine if withholding of any or all of your security deposit is warranted.

This move-in inspection will be shared with you to review and sign prior to your move-in, but will be utilized as a move-in condition baseline whether reviewed and signed by you or not. The responsibility to review and verify the move-in inspection report is yours alone.

After you move-in, should you find any defect or issue that is not documented in your move-in report you must document, photograph and report such concerns to the office no later than one week after the start date of the lease agreement.

You are responsible for any and all damage to the property caused by both you and your guests during your tenancy.

## 1.14 UTILITIES & AMENITIES

The following utilities and amenities are included in your lease:

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service not provided by the Landlord. You shall contact the Landlord in the event of an interruption of service for any utility provided by the Landlord. If your electricity is ever interrupted, you must use only battery-operated lighting.

If Tenant pays the electrical utility, Tenant acknowledges that in some older buildings there maybe some electrical crossover between neighbors and common area lights, outlets, or other devices not in Tenants unit, may be powered via the tenants electrical service. Tenant may request a 12 month electrical historical utility cost from the electrical provider should they wish to verify expected electrical costs prior to signing.

If electricity is an included utility there will be an additional \$50/ month charge for each AC installed in the apartment during months of operation. Crypto-currency mining is also explicitly prohibited when electricity is an included utility.

**Reasonable Use Expectation: Landlord stipulates that the costs associated with all utilities marked as included are based on**

Landlord shall have no liability to the tenant, and the tenant shall indemnify and hold the landlord harmless from and against any and all claims arising from landlord's handling and/or disposal of any personal property remaining on the premises after the Tenant has vacated. It is agreed that any personal property remaining on the premises after the Tenant has vacated shall be deemed discarded by the Tenant and Landlord may dispose of the personal property without liability.

Tenant must maintain renters insurance coverage which covers all pets named in the Lease Agreement Pet Addendum.

### 1.25 DELIVERY OF POSSESSION

The landlord's obligation to deliver possession of the apartment is contingent upon the current occupant of the apartment vacating the apartment and moving all of their personal property from the apartment. The parties acknowledge that failure of the current occupant to deliver possession will cancel this lease, and all deposit money and prepaid rent paid shall be returned.

### 1.26 UNIT & TENANT SPECIFIC CONDITIONS

Special lease conditions agreed to by both Tenant and Landlord are as follows:

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

X 

## 2

## Policies and Procedures

### 2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written property rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the property.

### 2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

#### Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause,

including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

#### Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

#### Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### 2.3 HOLD HARMLESS

The Landlord shall not be liable for, and the Tenant shall hold the Landlord harmless and indemnify the Landlord from, injury or damage to persons or property occurring in or about the leased premises, unless resulting from the negligence or willful act of the Landlord or any of the Landlord's agents, servants or employees.

### 2.4 KEYS & LOCKS

You will be provided two sets of keys. Additional copies will be provided at tenants cost.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

The Tenant shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks the Tenant agrees to provide the Landlord with a key to each lock. When this Lease ends, the Tenant agrees to return all keys to the premises to the Landlord. You will be charged for the cost of new locks and keys that are not returned.

### 2.5 PARKING

The following vehicles are recognized as being associated with the Tenant.

If your Lease includes parking, "Parking" will be listed in the Utility and Amenity Section 1.13 of this lease. If parking is included Tenant may park on the property at your own risk. Moreover, included parking shall not be guaranteed beyond one vehicle per unit. Furthermore, Tenant parking areas shall not be used for the maintenance and servicing of any vehicles.

Parking, whether included in the lease or not, shall always be at the sole risk and responsibility of the vehicle owner.



Tenants engaging in practices that result in reasonable consumption, as bench-marked by previous years average usage. Dramatic changes in utility costs due to misuse or abuse by Tenant, may result in immediate rental increases and/or utility charges being added to the tenants account, and/or the discontinuation of the utility being paid by the Landlord.

### 1.15 UTILITY BILLING TRANSITION

You is solely responsible for transferring all utilities that are not included in the lease in to their name for the start of the lease term date. If there is a delay in the change of the utility billing to you, and we receive a bill for service after the lease start date, all such charges shall be added to the your rental account and are due immediately. In addition a \$50.00 processing fee will be added per bill that is received by us for service after the lease start date.

### 1.16 TENANT LOCK OUT

In the event you lock yourself out of your rental property we do not guarantee that we will be able to provide an unlocking service. We may direct you to reach out to a locksmith or other local professional at your own expense.

In the event we are able to provide to come and unlock your rental property such service will be charged at a rate that may vary depending on tenants address, time of day and day of the week. You will be informed of the service rate prior to us providing the service and any charges shall be considered due with your next rental charge.

### 1.17 HEATING ASSISTANCE SIGN UP

We work closely with State and Federal agencies to ensure that Fuel Assistance programs are utilized by all eligible Tenants. If we believe you may be eligible for Fuel Assistance we will reach out to you and help you complete an application. Refusal to complete a Fuel Assistance application may result in a heating fuel surcharge being assessed on your Monthly Rent. Any Fuel Assistance funds you are approved to receive should be paid directly to the heating fuel provider account for your apartment.

### 1.18 GENERAL ASSISTANCE SIGN UP

In addition to Heating Assistance we work closely with State and Federal agencies to ensure that all other Assistance programs are utilized by all eligible Tenants, and properties. If we believe you or the property may be eligible for any Assistance we will reach out to you and help you complete an application. Refusal to complete any Assistance application may result in the cancellation of your lease or surcharges being assessed on your Monthly Rent.

### 1.19 ELECTRICAL UTILIZATION & LIMITATIONS

High demand electrical appliances, for example AC systems, high capacity computing and home theater systems, as well as other electrical devices and appliances may not work on every electrical circuit, or at the property at all.

Should you have high demand electrical appliances that exceed the electrical capacity at the property, or frequently cause breakers to trip, this is not always a sign that the electrical system has a problem. Upgrades to the electrical system to accommodate such electrical devices will be at the Landlords sole discretion.

## 1.20 LANDLORD INTERNET UTILIZATION

We may from time to time need to install devices that require internet connectivity at the property. In the event that We need to install such devices, We reserve the right to to utilize Your internet service, including internet user name and password to provide internet connectivity to such devices.

## 1.21 APPLIANCES

The following appliances are provided by Landlord for the use of the tenant: . The Tenant will be financially responsible for the cost of repair or replacement of these appliances if they fail to clean or use the appliances in a reasonable fashion. The Landlord is otherwise responsible for replacement of these appliances if they malfunction or become inoperable.

The Tenant must immediately report any malfunctioning appliances to Landlord.

Any other appliances that may be in the apartment at move-in, but are not individually listed in this lease, are considered in as-is condition and the Landlord has no responsibility to repair or replace such appliances if the Tenant chooses to use them.

Air Conditioning units are only permitted if installed by Landlord and agreed to in writing. Installation is \$50 and includes unit installation in the Spring and removal in the Winter. In the event an AC unit is installed by Tenant with out authorization, the Tenant will be fully responsible for any damaged or problems resulting from the AC installation and use. The Tenant will also be charged the \$50 installation fee for the Landlord to come and ensure the installation is safe weather tight.

## 1.22 WASHER & DRYER

If washer and/or dryer is listed as an included appliance then the owner will provide a washer and/or dryer appliances as well as servicing and equipment maintenance for the washer and/or dryer, based on reasonable use. However, if only Washer and/or Dryer hookups are included as a Landlord provided utility the Landlord agrees to provide only a washer and/or dryer hookup. In the event a washer and/or dryer appliance is on premises at move-in said appliance is accepted by Tenant in as-is condition and Landlord is not responsible for maintenance, repairs or replacement. The Landlord is providing only the hookup and not the appliance.

No washer or dryer may be brought into the property, or used in the property, unless the Utility and Amenity List stipulates that the Landlord provides a washer and/or dryer hook-up.

Furthermore, the Tenant is responsible for any damage from water or other issues relating to use of the washer and/or dryer hookups.

## 1.23 MUNICIPAL TAXES

Landlord shall pay all municipal taxes with respect to the demised premises.

## 1.24 INSURANCE & PERSONAL PROPERTY

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your vehicle, personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed from the property at the tenant and or vehicle owners expense. Tenants are prohibited from parking vehicles on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes, or if the vehicle frequently presents an obstacle to snow removal activity, maintenance access or garbage and recycling pickup.

## 2.6 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing with a Pet Lease Addendum and any required additional deposits and/or pet fees have been paid. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract.

We allow certified service animals at the property as long as a Service Animal Addendum is signed. A Service Animal is defined as: **an animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.** We may require a written statement from a qualified professional, verifying the need for the service animal, and that the proposed service animal is trained. Furthermore, emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

If there is no signed lease addendum no pets or animals have been approved for property occupancy.

## 2.7 REMOVAL OF UNAUTHORIZED PETS & ANIMALS

Should any animal be found at the property that is not approved via a Pet Lease Addendum, signed by both Landlord and Tenant, Landlord may, at Tenants cost, report to animal control and have the animal removed

## 2.8 SNOW & ICE

The Utility & Amenity List will stipulate if the Landlord is responsible for clearing snow & ice from parking areas and maintain Winter vehicle and pedestrian access to the property. If the Landlord is responsible for snow and ice removal, the Landlord will make reasonable effort in maintaining driveways, parking areas, walkways and exterior steps from snow and ice accumulation, this may include the placement of sand, gravel, salt and equipment on site for tenants to use. The Landlord accepts no responsibility for any personal injury or property damage resulting from falling snow or ice from roof surfaces, or resulting from the build-up of snow or ice on walkways, stairways and driveway surfaces, nor from Tenant slips or falls caused by ice and snow. The landlord will make a reasonable effort to deal with snow and ice accumulation in a timely manner, but no specific time commitments are made as to when

such work will be performed.

## 2.9 LAWN CARE & GROUNDS KEEPING

If your Lease includes Lawn Care, "Lawn Care" will be listed in the Utility and Amenity Section 1.13 of this lease. If Lawn Care is provided Tenant must ensure that the grounds and lawn are free of obstructions, such that lawn care contractors are able to carry out their work. This includes the removal of toys, debris, personal items, pet waste and any other obstructions that will hinder the contractors performance of lawn care & grounds service.

Seasonal lawn and grounds keeping will not be pre-scheduled and tenants will not be notified in advance of lawn care and grounds keeping visits. The performance of lawn care and grounds keeping services are subject to weather, and may not occur on a regular schedule, or same day of the week. In addition, Landlord takes no responsibility for plants, gardens, items or furnishing Tenant has brought to the property that may be cut or damaged during routine lawn and grounds maintenance.

If Lawn Care is not listed in the Utility and Amenity Section 1.13 of this lease Tenant shall be responsible for all lawn care and grounds keeping upkeep, including lawn mowing, leaf clean up, gardening, and all other grounds work required to maintain the property to a presentable condition. Should Tenant fail to maintain the grounds Landlord will charge the tenant for such services.

## 2.10 TRASH & RECYCLING

The Utility & Amenity List will stipulate if the Landlord has included this service in your rent. If the Landlord has included Trash the Tenant shall dispose of all garbage and refuse in such a manner and at such times as Landlord shall direct. Such services shall not be for the disposal of any large items such as; furniture, mattresses, appliances or any other bulky items in the trash receptacles. You will be held responsible for hauling these items away.

If recycling is included the Tenant must adhere to required standards of trash-recycling separation and insure that their trash is not placed in the recycling disposal receptacles. Failure to separate recycling from trash, and/or the disposal of trash in recycling receptacles may result in additional charges being added to the tenants account.

If trash and recycling is not included in your rent the tenant must dispose of all trash and other accumulated material frequently and no accumulation of trash or other material is allowed either inside the property or on the property grounds.

## 2.11 WORK ORDER SUBMISSION & PERMISSION TO ENTER

In the event that there is a need for non-emergency maintenance, we have a work order process that allows us to offer you timely repair service. However, we need you to follow our work order submission process in order for us to provide timely repairs.

**All non-emergency work order submissions must be made in writing, preferably via the online tenant portal.** An email or text message can be considered a submission of a work order ONLY if you have received a response to that email or text that confirms we have received it and created a work order. If you are unable to submit a written work order via the tenant portal, email or text please call our office and we will create a work order while we are on the phone with you. If possible please provide photos of the

issue to help us better prepare to complete the repair in a single visit.

Finally, when you submit a work order, we assume that you are also providing permission to enter for the purpose of responding to the work order. If you do not wish to provide permission to enter when you submit your work order, whether via the tenant portal, email or text, you must specifically check the box or note that you are NOT providing permission for us to enter. If you do not provide permission for us to enter we will schedule a maintenance follow-up and provide you a 48 hour notice of intent to enter.

We will only ever use your permission to enter between the hours of 8:30am and 4:30pm Monday through Friday to trouble shoot your work order concerns.

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

X   


## 3

# Responsibilities

### 3.1 CONDUCT

Tenant shall conduct himself or herself and require other persons in the premises with the Tenant's consent to conduct themselves in a manner that will not disturb other Tenants' peaceful enjoyment of the premises. Tenant shall not conduct himself, or permit others to conduct themselves in any activity which is illegal, nor shall the tenant occupy the premises in a manner which violates any state, local, or federal rules, regulation, statutes or ordinances. The Tenant shall not deliberately or negligently destroy, deface, damage or remove any part of the premises or its fixtures, mechanical systems furnishings or deliberately or negligently permit any person to do so.

### 3.2 NOISE

Tenant agrees not to allow on his premises any excessive noise which materially disturbs the peace and quiet of other residents of the property, or other activity, which materially disturbs the peace and quiet of other residents in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for the conduct of the members of the household and for all guests.

### 3.3 COMMON AREAS

The grounds, sidewalks, entrance, hall passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose other than those of ingress and egress from the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possessions being

in the common areas in violation of a municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within thirty (30) days of demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings in this area that results in this area being overcrowded. Nothing is to be stored on the stairs or blocking exit doors. The Tenant will be responsible for keeping the stairwell swept and cleaned. Tenant will make a reasonable effort to keep a working light bulb in the hallway.

### 3.4 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

Upon the termination of this lease, the Tenant shall thoroughly clean the premises and shall leave the premises and the improvements therein, in the same condition as at the commencement of this Lease, reasonable wear and tear excepted.

### 3.5 NONCOMPLIANCE

Tenant shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing and health regulations, nor shall the Tenant do anything in or about the premises which might increase the insurance premiums on the building.

### 3.6 BUGS AND RODENTS

The tenant shall maintain their unit free from rodent and insect infestations, including bed bugs. Tenant shall be responsible for extermination when an infestation is caused by Tenant's failure to maintain the dwelling unit or the Tenant introduces the rodent or insect into the unit.

### 3.7 ASSIGNMENT AND SUB-LEASING

Tenant shall not assign, mortgage, pledge or encumber this Lease, or the demised premises, or sub-let the whole or any part of the demised premises without Landlord's prior written consent. It is our policy that a guest staying with you longer than 2 weeks is no longer a guest but a roommate. This person will need approval from RVPM by filling out an application. Failure to do so may result in termination of your lease.

No authorized or unauthorized assignment or sub-lease shall release tenants from the obligations of this lease.

The restriction on subleasing includes an explicit prohibition against using the property as an Airbnb, VRBO, or other short term rental. Such use will not be approved under any circumstance.

### 3.8 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon

discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

In the event of a major emergency (for example a heating outage) please contact the Landlord or any of the maintenance emergency phone numbers provided.

Landlord shall be responsible for all repairs and maintenance with respect to the premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of the Tenant or a person on the premises with the Tenant's consent. Those repairs and maintenance which are the responsibility of the Tenant shall be performed by the Tenant immediately upon demand of the Landlord. If the repairs and maintenance which are the obligation of the Tenant, are performed by the Landlord, the cost of such repairs and maintenance shall be paid by the Tenant in full on the next rental payment date hereunder as additional rental.

### 3.9 RIGHT OF ENTRY AND INSPECTIONS

The Landlord may enter the apartment with the Tenant's consent, which consent shall not be unreasonably withheld. The Landlord may enter the apartment for the following purposes between the hours of 9:00 a.m. and 9:00 p.m. but on not less than 48 hours notice: 1) when necessary to inspect the premises; 2) to make necessary or agreed repairs, alterations or improvements, 3) to supply agreed services; or 4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workers or contractors. The Landlord may only enter the apartment without consent or notice when the Landlord has reasonable belief that there is imminent danger to any person or to property.

### 3.10 PARTIAL OR TOTAL DESTRUCTION OF PREMISES

In the event the Premises are totally or partially destroyed, and/or are uninhabitable, this lease, at the option of the Landlord, shall terminate. Providing that the destruction and/or uninhabitability of the premises is not due to the intentional or negligent acts of the Tenant, Tenant's obligation for the payment of rent hereunder shall cease upon receipt of Landlord's election to terminate the lease.

Furthermore, in the event of the property being uninhabitable the Landlord has no obligation to provide alternative or interim housing.

### 3.11 SMOKING

Smoking of tobacco or any other substance is prohibited in the interior of this apartment. All smoking must be done outside away from the building. There shall be no smoking on balconies or porches. Any smoking inside will be considered a breach of this agreement. Cigarettes and cigar butts must be disposed of in trash cans. If there is a littering of cigar and cigarette butts on the ground the Landlord reserves the right to restrict smoking anywhere on the property grounds.

### 3.12 MOVE-OUT

At the end of your initial lease term, provided in Section 1.2, your lease will automatically renew on a month to month basis, unless a new lease term is agreed to by both the Landlord and Tenant. If you intend to move at the end of your initial lease term, or at any point after the automatic month to month term commencing at the end of your initial lease term, you must give the landlord notice in writing at least one full rental payment period prior to the end of the lease term. **For example: written notice given the 15th of October will not take affect until the 30th of November. The Tenant will be financially responsible until the end of that following month. Your last day of financial obligation will always be the last day of a month, even if you move partway through a month.**

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

#### Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

#### Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

#### Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 14 (fourteen) days after the Lease Contract termination and delivery of possession to us.

#### Property Showings After Notice

Once you provide notice that you intend to vacate the property we will immediately advertise the property with the intention of re-renting the property. As part of this re-renting process we will need to enter the property from time to time and show it to prospective tenants. We will provide you a notice of intent to enter via text and email and at least 48 hours prior to the showing appointment. If for any reason you restrict access to the property, provide an unwelcoming atmosphere through verbal or physical behavior, fail to maintain the property such that it can be reasonably be shown for the purpose of re-rental, or engage in other intentional or unintentional actions that result in our inability to show the property and/or result in our inability to promptly re-rent the property, such that rental income during the month after you vacate

the premise is lost, we reserve the right to charge your tenant account lost rental income damages and withhold these charges from your security deposit refund to cover this unpaid rent.

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

X   


## 4

### General Clauses

#### 4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

##### Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

##### Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

#### 4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will

state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

##### Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

If Tenant should hold over and remain in possession of the leased premises after the expiration of this lease, without Landlord's written consent, it shall not be deemed or construed to be a renewal or extension of this lease, but shall only operate to create a tenancy at will.

##### Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

#### 4.3 DISCLOSURE OF INFORMATION AUTHORIZATION

From time to time Landlords will receive requests for information relating to both current and former tenants. Tenant authorizes Landlord, its components, offices, employees, contractors, agents, and assignees, to disclose any information or records related to tenant. Tenant understands this may include and is not limited to reports, payment history, and notes of any kind, contained in any record keeping system maintained by or on behalf of Landlord. The landlord retains the discretion to decide if particular records or information are within the scope of this Waiver; and that Landlord has no control over how the Recipient will use or disseminate my information. Tenant agrees to release and hold harmless Landlord, its components, offices, employees, contractors, agents, and assignees, from any and all claims of action or damages of any kind arising from, or in any way connected to, the release or use of any information or records pursuant to this Waiver.

#### 4.4 WAIVER

A waiver by Landlord of any default on the part of Tenant shall not be considered or treated as a waiver of any subsequent or other default.

#### 4.5 WAIVER OF SUBROGATION

The Tenant hereby releases the Landlord from any and all liability or responsibility to the Tenant (or anyone claiming through or under Tenant by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the



Landlord (or anyone for whom such party may be responsible), provided, however, that the release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the policies of the releasing party contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the policies or prejudice the rights of the releasing party to recover thereunder.

#### 4.6 JOINT AND SEVERAL LIABILITY

All the Tenants hereunder are jointly and severally liable for the performance of all of the obligations hereunder. Furthermore, this agreement shall be binding upon the heirs, assigns and legal representatives of the Landlord and Tenant hereunder.

#### 4.7 PARTIAL INVALIDITY

If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remainder of this lease which shall remain valid and enforceable to the fullest extent.

#### 4.8 TIME IS OF THE ESSENCE

It is understood and agreed that time and strict performance of all of the terms herein, by the Tenant to be performed and reserved, shall be of the essence.

#### 4.9 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

##### **Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

##### **Force Majeure**

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

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

X   


# 5

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### 5.1 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, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. An (X) will mark the selected options below.*

### 5.2 LANDLORDS DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards check (X) below:

- Known lead-based paint and/or lead based paint hazards are present in the housing (explain)
- (X) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

### 5.3 REPORT DISCLOSURE

Records and reports available to the lessor check (X) below:

- Landlord 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).
- (X) Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing

### 5.4 TENANT'S ACKNOWLEDGEMENT

At the issuance of Tenant keys and/or during the Tenant move-in inspection the tenant will be provided:

- copies of all information listed above.
- The pamphlet Protect Your Family from Lead in Your Home. (This has been attached to your online tenant portal. We can provide a hard copy if requested.)

An additional document will be signed at this time to certify receipt of these documents.

### 5.5 LANDLORD'S ACKNOWLEDGEMENT

The Landlord has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to

ensure compliance.

### 5.6 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 signing below, you acknowledge and agree to the terms in Section 5.

X   
 Lessee   
 11-1-23  
 Date Signed

# Get “credit” for paying your rent on time

We're an Experian RentBureau community

---



We believe that renters should get credit for managing the payments for the place they call home. That's why we've partnered with Experian RentBureau to include positive rental payment data in Experian credit reports.

---

In the past, only negative rental payment data such as evictions and collections were reported to consumer reporting agencies. Therefore, your on-time rental payments were never included in credit reports, unlike credit card, mortgage or car payments that help raise credit scores when paid on time.

The addition of positive rental payment data in Experian credit reports can be a tremendous benefit to anyone who rents, especially non-credit-active, cash-based consumers.

We recognize the value of having a positive rental payment history, and we want to provide our residents with this unique opportunity to get credit for their on-time rental payments.

Answers to common questions about rental payments on your credit report

## What type of rental payment information is on my Experian credit report?

Only positive rental payment history has been added to your Experian credit report. If available, the 25 most recent months of rental payment history information will be displayed. Negative

rental payment information, such as a collection account, is already reported to credit reporting companies through collection agencies.

## Will my rental payments affect my credit score?

Your rental payment information will be included as part of your standard credit report and may be incorporated into certain credit scores, such as VantageScore<sup>®</sup> and Experian's PLUS Score<sup>®</sup>.

For more information on VantageScore, please visit [www.experian.com/getyourvantagescore](http://www.experian.com/getyourvantagescore).

## Can I improve my credit by paying my rent on time?

Yes. The inclusion of positive rental payment history within Experian credit reports allows you to establish or rebuild your credit through timely rental payments. Better credit means qualifying for credit products you deserve.





**"Consumers who struggle to build a solid credit profile may soon get a boost by simply paying their monthly rent on time."**

— *The Huffington Post*

### How will lenders use my rental payment information?

Lenders may consider your rental obligation when determining your ability to repay new debt. Each credit grantor decides what standards you must meet for it to grant you credit.

### Why does my apartment lease appear as an installment loan?

Your apartment lease is considered installment credit, similar to an auto loan, which consists of paying regular installments of a fixed amount over a set period of time, usually measured in months or years.

### Why does my credit report show a credit limit for my apartment lease when it is not a line of credit?

Experian calculates an "original loan amount," which represents the sum of the total payments over the entire period of the lease agreement. For example, a 12-month lease with a \$1,000 monthly rental payment would add up to \$12,000 (12 months x \$1,000). We are aware that some credit report systems display this amount as a credit limit. However, this does not imply that the consumer received a loan or has a line of credit.

### Why does my credit report show an outstanding balance for my apartment lease when I don't owe any money?

An outstanding balance or "current balance" amount on your rental payment history represents the sum of all rental payments left on the lease. The balance denotes the total amount you will be responsible for over the remainder of the lease. As you pay your rent each month, the outstanding balance will continue to decrease.

### What should I do if I find an error or encounter a problem with my credit report?

All disputes are processed by Experian's National Consumer Assistance Center.

If you have a dispute or a concern, you can call Experian toll-free at 1 888 EXPERIAN (1 888 397 3742) or you can access a dispute form online at [www.experian.com/disputes/main.html](http://www.experian.com/disputes/main.html).

Request a copy of your personal credit report directly from Experian and review it carefully. If you find an error, simply dispute the information immediately online or call or write to Experian following the instructions provided with your report.

Upon receiving your dispute, Experian's National Consumer Assistance Center will investigate, either resolve or affirm the dispute, and send you the results of the investigation. This dispute process can take up to 30 days from the date the dispute is received.

### Credit education

For additional information on how to help gain a better understanding of your credit, visit [www.experian.com/rentbureaucrediteducation](http://www.experian.com/rentbureaucrediteducation).

For \$29.95, Experian Credit Educator<sup>SM</sup> will provide you with a one-time, one-on-one telephone-based education session, which includes a copy of your Experian credit report and score, a step-by-step walk-through of your personal credit report and insight for future decisions in personal credit management. Call 1 877 858 5308 to learn more or to schedule an appointment.

### About Experian RentBureau

Experian RentBureau receives updated rental payment data every 24 hours from its national network of property management companies. Positive rental payment data is then incorporated within Experian credit reports. To learn more about Experian RentBureau, visit [www.experian.com/rentbureau](http://www.experian.com/rentbureau).

Not available in Wisconsin. Experian Credit Educator is brought to you by Experian Information Solutions, Inc. through its Education Division.

© 2017 Experian Information Solutions, Inc. • All rights reserved.

Experian and the Experian logo are trademarks or registered trademarks of Experian Information Solutions, Inc.

Other product and company names listed herein may be the property of their respective owners.

Experian  
475 Anton Blvd.  
Costa Mesa, CA 92626  
[www.experian.com](http://www.experian.com)

12 • 1224/2777 • 6162-CS



River Valley Property Management, LLC

10 State St • PO Box 66 • Windsor, VT 05089  
(802) 674-4141



6

Credit\_Reporting\_Information\_Sheet.pdf

X

[Redacted]

Lessee

[Redacted]

11-1-23

Date Signed



---


# Protect Your Family From Lead in Your Home

---



 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

---

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially 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.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

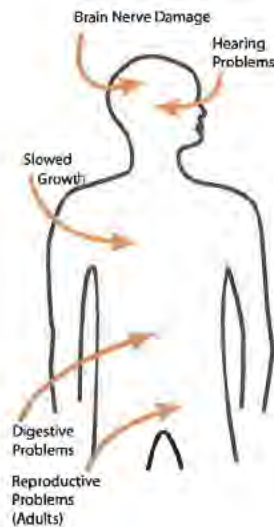
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

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

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 lead. Blood lead 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.**

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

---

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

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

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

---

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

A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples



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 trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

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, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

---

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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

---

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

---

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.



## Other Sources of Lead

---

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 \*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## Other Sources of Lead, continued

---

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

---

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

---

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(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 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
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) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

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

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

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

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

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

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017



# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

7

Protect Yourself From Lead In Your Home.pdf

X

[Redacted Name]

Lessee

[Redacted Address]

11-1-23

Date Signed

# 8

## Sign and Accept

### 8.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X

[REDACTED]

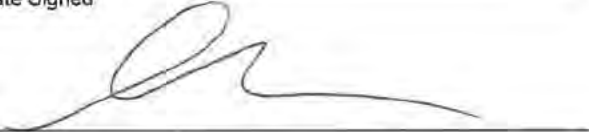
Lessee

[REDACTED]

11-1-23

Date Signed

X



Lessor

12-14-23

Date Signed

