



***NOTE:*** *The following Rental Agreement & House Rules templates address ILA required policies. We encourage you to develop a Rental Agreement and House Rules that are customized to your independent living and best meet the needs of your tenants while adhering to Tenant-Landlord Laws. Once created, please discuss the policies with your current tenants and all incoming tenants.*

*Also, because the ILA does not provide legal advice this template is for informational purposes only. ILA strongly encourages each independent living operator to seek their own legal counsel for the review and possible revision of this template, to meet their particular requirements.*

# Independent Living Rental Agreement

\_\_\_\_\_ desires to provide the Premises described below to Tenant pursuant to this Agreement. This is an independent living which means it is a home shared among multiple Tenants who live as a family unit with access to shared common areas and a private or semi-private bedroom. This home is subject to unannounced home visits by ILA staff at any time. By signing this agreement, tenant agrees to allow ILA staff access to all areas of the home.

## **I. Purpose**

- a. This Agreement is between \_\_\_\_\_  
(hereinafter, Operator), and \_\_\_\_\_,  
(hereinafter, Tenant). This Agreement is entered into for the purpose of renting living space in a shared residence located at \_\_\_\_\_.

## **II. Property Information**

- a. \_\_\_\_\_ (initial) Client acknowledges Premises is an independent living (IL) as defined by the Independent Living Association (hereinafter, ILA). The IL is managed by the Operator/House Manager of the Premises. Operator/House Manager will provide the following, but not limited to, tasks:
- i. Screening and acceptance of clients for tenancy
  - ii. Enforcement of House Rules and terms of tenancy
  - iii. Providing of \_\_\_\_\_ meals daily
- b. \_\_\_\_\_ (initial) Tenant acknowledges and understands that bedrooms and common areas are shared by one or more Tenants. Tenant's occupancy of the property is non-exclusive.
- c. \_\_\_\_\_ (initial) Tenant acknowledges Operator/House Manager is responsible for the daily operation of IL and enforcement of the IL house rules.

## **III. Term of Tenancy**

- a. The term of this Agreement will begin on \_\_\_\_\_ and continue on a month-to-month basis until either party elects to terminate the Agreement by giving the other party at least thirty (30) days' written notice or such other notice as required by law. Tenancy includes, but is not limited to, shared bedroom, utilities, food, and use of common areas as determine by the house rules.

## **IV. Payment Terms**

- a. Tenant will pay a sum of \$\_\_\_\_\_ per month.

**V. Payment Date**

- a. All payments are due on the \_\_\_\_\_ day of each month. Payments are considered late by the \_\_\_\_\_ of the month. A late fee of \$\_\_\_\_\_ will be added if payment is received after \_\_\_\_\_. Late payments may be considered a breach of this agreement.
- b. Payments may be made by cash, personal check, cashier's check or money order.
- c. All payments shall be made to: \_\_\_\_\_  
and mailed to: \_\_\_\_\_  
or given in person at: \_\_\_\_\_.

**VI. Default by Tenant**

- a. Tenant's performance of each of Tenant's obligations under this Agreement is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Tenant shall be in material default under this Agreement in the following circumstances:
  - i. If Tenant abandons or vacates the Premises;
  - ii. If Tenant fails to pay rent or any other charge required to be paid by Tenant, as and when due;
  - iii. If Tenant fails to perform any of Tenant's non-monetary obligations under this Agreement (I.e., violation of House Rules)
  - iv. One or more substantial violations or habitual minor violations of this Agreement which interferes with the quiet enjoyment of any other person, or substantially interferes with management, maintenance or operation of the Premises.
  - v. Behavior which adversely affects the health or safety of any person, or which substantially interferes with the management, maintenance or operation of the Premises.
  - vi. Violation of the House Rules and Regulations.

**VII. Maintenance & On-Site Work**

- a. Tenant shall temporarily vacate the premises for a reasonable time to allow for legally required on-site work to be done (I.e., pest control/fumigation). Tenant shall comply with all instructions, forthwith from the contractor, exterminator, or maintenance provider regarding preparation of the premises for the work. Operator/House Manager shall give a minimum 24 hour notice to Tenant of planned work.

**VIII. Damage**

- a. Tenant shall be responsible for damages caused by negligence of Tenant or Tenant's guests. Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations to the Premises without the prior written consent of

Operator/House Manager. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Premises, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Premises.

**IX. Conduct of Tenant; Compliance with Law and Rules**

- a. Tenant shall not create a nuisance on the Premises or otherwise disturb other tenants of the property. Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Premises. Tenant shall also comply with the House Rules and Regulations that are from time to time promulgated by the Operator/House Manager. The current House Rules and Regulations are included as an addendum to this Agreement. Tenant agrees that Operator may from time to time modify the House Rules and Regulations by delivering or mailing a copy of the modifications to Tenant.

**X. Safety and Security**

- a. Security is the responsibility of each Tenant and guest(s). Operator/House Manager assumes no responsibility or liability for safety and security, or for injury or damage caused by the criminal acts of other persons unless otherwise provided by law, or for. Tenant is responsible for safeguarding all personal, include items of high value.

**XI. Termination of Tenancy**

- a. Tenant may terminate the month-to-month tenancy with at least a 30-day (written) notice. If personal property is left, Tenant may minimize the cost of storage if the personal property is claimed promptly. If left unclaimed, the abandoned personal property may be disposed by Operator/House Manager pursuant to Civil Code Section 1988.

**XII. Miscellaneous Items**

- a. Pets are \_\_\_\_\_ in or around premises.
- b. No smoking is allowed inside Premises. Operator/House Manager may designate smoking area for Tenant use.
- c. Tenant shall not store any personal property, in or around Premises, in a manner that causes clutter, hazard, or otherwise interfere with roommate or housemate's enjoyment of the shared-room. Upon request, Tenant shall remove any excess personal items, in a reasonable time, that is deem to cause clutter, hazard, or otherwise interferes with roommate or any other housemate's enjoyment.
- d. Megan's Law: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either

the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

- e. Premises is allowed only for living, sleeping, cooking, and/or eating purposes.

### **XIII. Tenant Grievance and Appeal Procedure**

- a. If Tenant feels s/he has been treated unfairly or has been denied his or her rights, Operator has established an appeal procedure. Each Tenant has the right to follow each step of the procedure or to stop the appeal at any point in the process. However, this grievance and appeal procedure is not a prerequisite to the rights of either Operator or Tenant to terminate this tenancy. The procedure is as follows:
- i. Submit grievance verbally or in writing to Operator or House Manager regarding the issue.
  - ii. Operator will document grievance and respond with recommended actions within \_\_\_\_\_ business hours.
  - iii. If tenant is not satisfied with recommended actions, they may contact their local ILA to submit a grievance ([www.ILACalifornia.org](http://www.ILACalifornia.org)).

### **XIV. Tenant acknowledges receipt of the following, which shall be deemed a part of this Agreement by virtue of attachment thereto:**

- House Rules & Guidelines
- (a) Non-Smoking Areas Addendum
- (b) Smoke Detection Device
- (c) Carbon Monoxide Detection Device Addendum
- (d) Anti-Crime Housing Addendum
- (e) Notice to Enter Dwelling
- (f) Bedbug Addendum
- (g) Bed Bug Notice
- (h) Acknowledgement of Receipt of Pest Control Notice
- (i) Chemical Pesticide Notice and Acknowledgement
- (j) Mold and Mildew Addendum
- (k) Asbestos Disclosure
- (l) Lead-Based Paint Disclosure and Lead Based Paint Hazards
- (m) Lead Based Paint Booklet

\_\_\_\_\_  
Print Name – Tenant

\_\_\_\_\_  
Signature – Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name – Operator

\_\_\_\_\_  
Signature – Operator

\_\_\_\_\_  
Date

# Independent Living House Rules & Guidelines

Tenant will abide by the following house rules and guidelines. This home is subject to unannounced home visits by ILA staff at any time. By signing these house rules, tenant agrees to allow ILA staff access to all areas of the home. Operator/House Manager is responsible for the enforcement of the following house rules and guidelines:

## I. Behavior Rules

- a. There is zero tolerance for violence or aggressive behavior in the home. If you have a grievance, please contact the Operator at \_\_\_\_\_ or House Manager at \_\_\_\_\_.
- b. Cursing and or abusive language is not allowed in or around the premises.
- c. Tenant noise and behavior shall not interfere with other tenants rights, comforts or conveniences.
- d. Tenant their guest(s) shall refrain from activities and conduct outside of the premises which are likely to annoy or disturb other person(s).
- e. Tenant shall not:
  - i. annoy or disturb neighbors and/or their property
  - ii. store or harbor any hazard or combustible material in and around premises
  - iii. steal from others and/or neighboring propert(ies)
  - iv. destroy of property or any contents within
  - v. possess weapons
  - vi. feed stray animals

## II. Substance Use

- a. Smoking - No smoking is allowed inside the premises at any time. Smoking may be allowed in designated smoking area only.
- b. Medical Marijuana – Smoking of marijuana is not allowed in or around the premises. However, if you are legally prescribed medical marijuana for treatment, you may use other forms such as ingestible (food) within the home. Prescribed medical marijuana shall not be shared regardless of the circumstances.
- c. Alcohol – No alcohol consumption (use) is allowed in and around the premises.
- d. Illegal or non-prescribed Drugs – All other illegal or non-prescribe drugs and paraphernalia are not allowed for use by tenant and/or visitors in and around the premises.

## III. Meals

- a. Meal Times are as follows:
  - i. Breakfast – \_\_\_\_\_
  - ii. Lunch – \_\_\_\_\_
  - iii. Dinner – \_\_\_\_\_
- b. Eating is allowed in the dining area only. Storage of food items are not allowed in other areas of the home.
- c. A microwave is available for tenant personal food use.

- d. Tenants are responsible for cleaning eating area after each meal.

#### **IV. Utility Conservation Rules**

- a. All tenants are expected to conserve water and electricity when possible.
- b. Turn off lights during the day when sunlight is available.
- c. Tenants are expected to conserve usage of water when needed.
- d. Ensure all sink and shower faucets are turned off completely after use.

#### **V. Guests/Visitors**

- a. Visiting hours are from \_\_\_\_\_ - \_\_\_\_\_ daily.
- b. Tenants are responsible for informing their guest(s) of the house rules.
- c. Guest(s) are only allowed in the common areas of the home. Guests are not allowed in the bedrooms at any time.
- d. Guest(s) are not allowed to share in daily meals, unless otherwise noted. Guest(s) may bring their own food if they would like to eat with the household.
- e. Operator/House Manager reserves the right to disallow visits from guest(s) who are disruptive, abusive, cause interference with any persons in or around the premises or otherwise violated the house rules.

#### **VI. Cleaning/Maintenance of Home**

- a. Cleaning – All tenants are required to participate in the cleaning of the common areas of the home, such as, bathroom, kitchen, living room areas. Please see cleaning schedule for more information.
- b. Rooms – Rooms are to be kept clean, sanitary and free from objectionable odors at all times. Rooms are subject to inspection at any time for health and safety. Tenant shall refrain from leaving personal items in the hallways or other common areas.
- c. Laundry – Please see laundry schedule for scheduled time/day. If tenant is unable to do laundry at scheduled time, tenant may request a different time/day from the Operator/House Manager.
- d. Alterations – Tenant shall not make any alterations or improvements to the premises without the permission of Operator/House Manager.
- e. Repairs – Tenant will notify Operator/House Manager of any items requiring repair, such as light switches or dripping faucets. Tenants shall not make repair to the premises at any time.

#### **VII. Shared Housing Considerations**

- a. Tenants are expected to respect the privacy of roommate and all other tenants residing on the premise. Tenant shall not touch or utilize other tenants personal items without asking permission
- b. Quiet time is from \_\_\_\_\_ - \_\_\_\_\_. Electrical devices and conversations should be kept at a reasonable level during quiet hours. Tenants shall use headphones when listening to personal music devices.

- c. Tenants must have permission from Operator/House Manager to hang items on the walls of bedrooms. Offensive items will be denied.
- d. Hoarding of personal items will not be allowed. Tenants must maintain a safe a usable path and use way throughout room for both occupancy. Operator/House Manager may require you to remove or otherwise store item outside of premises (I.e., storage unit) if hording occurs.

**VIII. Tenant Responsibility**

- a. Tenants are responsible for taking and storing of their medications.
- b. Tenants are responsible for scheduling and transporting themselves to all scheduled appointments.

Tenant agrees that Operator may from time to time modify the House Rules and Regulations by delivering or mailing a copy of the modifications to Tenant.

\_\_\_\_\_  
Signature – Tenant

\_\_\_\_\_  
Print Name – Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Operator

\_\_\_\_\_  
Print Name – Operator

\_\_\_\_\_  
Date



## Non-Smoking Addendum

Resident(s): \_\_\_\_\_  
Owner/Agent: \_\_\_\_\_  
Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Due to a desire to maintain a healthy environment in and around the Premises, as well as limit the increased maintenance and cleaning costs caused by smoke, Resident and Owner/Agent agree to incorporate this Non-Smoking Addendum ("Addendum") into the rental agreement ("Rental Agreement") currently in existence or renewed on this day between Resident and Owner/Agent.

**DEFINITION OF SMOKING:** Smoking for the purposes of this Addendum, includes: The inhalation of, exhalation of, carrying or possession of any lighted/ burning tobacco, cannabis, or other plant based products or nicotine, including, but not limited to, e-cigarettes, cigarettes, pipes, cigars, vaping or other smoking devices.

**LIMITATIONS ON SMOKING:** Smoking is limited or prohibited per this Addendum on the Premises as follows (Check the one that applies):

☐ Smoking is prohibited everywhere in the complex in which the Premises is located, including, but not limited to, all common areas, elevators, offices, stairwells, all residential units, patios, porches, entryways, and adjoining grounds of the complex. **No cannabis may be smoked ANYWHERE in the premises.**

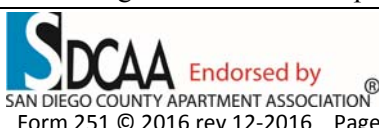
☐ **Smoking of Cannabis is prohibited anywhere in the premises including all common areas, elevators, offices, stairwells, all residential units, patios, porches, entryways, and in the adjoin grounds of the complex.** Smoking of nicotine or cigarettes is prohibited on all areas of the complex, including all rental units, except the following designated areas of the property where smoking is allowed:

**RESPONSIBILITY OF RESIDENT:** Resident acknowledges and agrees to comply with the rules regarding smoking in this Addendum and agrees to notify any occupants, guests or visitors of Resident, including service personnel, of these rules. Resident understands that he/she is responsible for ensuring compliance of these non-smoking rules by Resident's occupants, visitors and guests. Resident understands that Owner/Agent's ability to enforce these non-smoking rules is dependent on Resident's compliance and assistance.

**NOTIFICATION OF VIOLATIONS:** Resident agrees to notify Owner/Agent in writing, signed and dated if he/she witnesses any violation of this Non-Smoking Addendum by any other individuals, Residents or guests on the Premises.

**SIGNS:** (fill-out if applicable) Signs regarding the no-smoking policy stated in this Addendum are posted in the complex as follows:

**DISCLAIMER/NON-GUARANTEE OF SMOKE-FREE ENVIRONMENT:** Owner/Agent and Resident agree that the no-smoking policy stated in this Non-Smoking Addendum is not intended to be and will not be established as any guarantee by Owner/Agent to Resident, guests or individuals on Premises of any air quality standard or reduced health risks. The adoption of this no-smoking policy and any enforcement hereof shall not in any way change or increase Owner/Agent's responsibilities under landlord tenant law, including but not limited to, any increase in liability regarding a warranty of habitability, quiet enjoyment or any other duty of care that may or may not be owed to Resident, guests, invitees or individuals on the Premises. Owner/Agent expressly denies/disclaims any implied or express warranties that any area of the Premises, complex or surrounding areas will have improved air quality, increased health benefits or decreased second hand smoke risks.



## Non-Smoking Addendum

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There are no guarantees of reduction of second hand smoke or other health benefits from the enforcement or application of this policy.

**ENFORCEMENT:** Owner/Agent will enforce the no-smoking policy stated in this Addendum to the best of its ability when Owner/Agent has been actually notified of a violation of this policy, via written notice, signed and dated.

**EFFECT OF BREACH OF NO-SMOKING RULE:** If Resident breaches the no-smoking policy contained in this Addendum, Owner/Agent has the right to issue notice of termination of tenancy on these grounds alone. A violation of this no smoking policy and this Addendum will be considered a substantial and material breach of Resident's lease or Rental Agreement. In addition, Resident will be responsible for all costs associated with the removal of/or damage relating to smoke odor or residue.

**EXISTING RESIDENTS ON A LEASE:** Resident acknowledges that some of the current residents residing in the complex are still under a prior lease, which will not be immediately required to be effected by the terms of this Addendum. As these current residents move out or as their leases are renewed, this no smoking policy will go into effect for them.

By signing below, Resident acknowledges that it is a material breach of the Rental Agreement to violate any of the above-stated rules regarding smoking while on the Premises or in the complex. By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

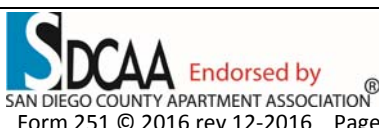
*This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.*

Resident(s):

\_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent:

\_\_\_\_\_ Date \_\_\_\_\_



**Smoke Detection Device Addendum**  
**California Health and Safety Code § 13113.7 & 13114(e)**

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Resident(s): \_\_\_\_\_  
Owner/Agent: \_\_\_\_\_  
Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This Smoke Detection Device Addendum ("Addendum") is created in compliance with California Health and Safety Code 13113.7 & 13114(e) and is intended by the parties to be incorporated into the Rental Agreement between the resident(s) and owner (listed above) that governs the tenancy of the resident(s).

**Resident acknowledges as follows:**

1. The Premises is equipped with operable Smoke Detection Device(s) that have been approved and listed by the State Fire Marshal pursuant to California Health and Safety Code Section 13114 and that have been installed in accordance with the manufacturer's instructions.
2. Resident has been shown where each Smoke Detection Device is located and Owner has explained the operation and maintenance of each Device to Resident. These Smoke Detection Device(s) are located in the Premises as follows:  
\_\_\_\_\_  
\_\_\_\_\_
3. These Smoke Detection Device(s) (*check one*):  
☐ are battery operated      ☐ are not battery operated.
4. Upon possession of the Premises, Resident has inspected and tested said Smoke Detection Device(s) and confirmed that each of the Devices(s) are operable and in good working condition.
5. Resident understands and agrees that as part of Resident's responsibilities under Resident's rental/lease agreement, Resident is responsible for checking the Smoke Detection Device(s) on a regular basis (weekly) to ensure they are working properly and that the batteries are still functioning. Resident is also responsible for replacing the battery in the Smoke Detection Device(s) when necessary and as required by law.
6. Resident agrees to notify Owner in writing immediately if Smoke Detection Device(s) is/are not working properly or becomes inoperable.
7. Resident agrees he/she will not tamper with, destroy, remove, take out batteries from (except to replace), unplug or otherwise deactivate the Smoke Detection Device(s).
8. Resident understands and agrees that Owner may enter the Premises upon a 24 hour notice to Resident to test, maintain, install, and/or repair the Smoke Detection Device(s) pursuant to law.
9. If there are any conflicts between the terms of Resident's current Rental Agreement and this Addendum, this Addendum shall control.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Addendum.

***This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.***

Resident(s): \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date \_\_\_\_\_

**Carbon Monoxide Detection Device Addendum**  
**California Health and Safety Code 17926(a)**

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**Resident(s):** \_\_\_\_\_  
**Owner/Agent:** \_\_\_\_\_  
**Leased Premises:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

Resident Carbon Monoxide is a poisonous gas that often has no odor, no color and is hard to detect. It can be lethal if breathed in, and exposure to it can cause fatigue, nausea, dizziness, loss of consciousness and suffocation.

This Carbon Monoxide Detection Device Addendum ("Addendum") is created in compliance with California Health and Safety Code 17926(a) and is intended by the parties to be incorporated into the Rental Agreement between the resident(s) and owner (listed above) that governs the tenancy of the resident(s).

**Resident acknowledges as follows:**

1. The Premises has been equipped with Carbon Monoxide Detector(s) located as follows (list locations):  
\_\_\_\_\_  
\_\_\_\_\_
2. These Carbon Monoxide Detector(s) (*check one*): ☐ are battery operated ☐ are not battery operated.
3. Resident has been shown where each Carbon Monoxide Detector stated above is located and Owner has explained the operation and maintenance of each Detector to Resident.
4. Resident has inspected and tested said Carbon Monoxide Detector(s) and confirmed that each of the Detector(s) is in good working condition.
5. Resident understands and agrees that as part of Resident's responsibilities under Resident's rental/lease agreement, Resident is responsible for checking the Carbon Monoxide Detector(s) on a regular basis (weekly) to ensure they are working properly. Resident is also responsible for replacing the battery to the Carbon Monoxide Detector(s) when necessary.
6. Resident agrees to notify Owner in writing immediately if Carbon Monoxide Detector(s) is not working properly or becomes inoperable.
7. Resident agrees he/she will not tamper with, destroy, remove, take out batteries from (except to replace), unplug or otherwise deactivate the Carbon Monoxide Detector(s).
8. Resident understands and agrees that Owner may enter the Premises upon a 24 hour notice to Resident to test, maintain, install, and/or repair the Carbon Monoxide Detector(s) pursuant to law.
9. If there are any conflicts between the terms of Resident's current Rental Agreement and this Addendum, this Addendum shall control.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Addendum.

***This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.***

Resident(s): \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_



## Anti-Crime Housing Addendum

Resident(s): \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Due to a desire to maintain a safe and crime-free lifestyle in Premises, Resident and Owner/Agent agree to incorporate this Anti-Crime Housing Addendum ("Addendum") into the rental agreement ("Rental Agreement") currently in existence or renewed on this day between Resident and Owner/Agent.

It is already established that Resident shall not commit a substantial violation of the Rental Agreement or materially non-comply with the Rental Agreement. This Anti-Crime Housing Addendum sets forth a specific list of activities that constitute substantial violations of the Rental Agreement and will be considered a material non-compliance of the Rental Agreement if performed by Resident, any member of Resident's household, Resident's guest(s), or any other individuals associated with the Resident on the Premises during the Rental Agreement term. Resident understands that the list below is not an all-inclusive list of substantial violations or material non-compliant activities under the Rental Agreement. Resident understands and agrees that any occurrence of any of the activities stated below will constitute grounds for immediate termination of Resident's Rental Agreement and eviction of Resident and all other occupants of the Premises.

Any of the following acts on the Premises will be considered a substantial violation and a material non-compliance of the Rental Agreement and will subject Resident to immediate termination of the Rental Agreement and eviction pursuant to California Law.

1. Resident shall not participate in criminal activity on the Premises. Criminal activity includes, but is not limited to, any nuisance activity as defined in Civil Code sections 3479 and 3480.
2. Criminal activity also includes any illegal drug-related activity, or any illegal manufacture, sale, distribution, use, or possession of any illegal or controlled substance as defined in 21 U.S.C. 802.
3. Criminal activities also include any illegal activity on or near the Premises such as prostitution, assault, illegal possession or use of firearms, stalking, substantial damage to property, illegal gang activity, or any other act on or near the Premises that endangers or threatens the health and safety of another individual or to Owner/Agent.
4. Resident shall not engage in any act intended to facilitate any of the above-stated nuisance or criminal activities.
5. Resident shall not engage in the planting, farming or harvesting of cannabis.
6. Resident shall not allow the Premises to be used for or to facilitate any of the above-stated nuisance or criminal activities.
7. Resident, any member of the Resident's household, any of Resident's guests or any other person associated with the Resident on the Premises shall not violate any civil law, ordinance or statute in the use and occupancy of the Premises, commit waste or nuisance, annoy, molest or interfere with any other person while on or near the Premises.

RESIDENT UNDERSTANDS AND AGREES THAT EVEN A SINGLE VIOLATION OF ANY PROVISION OF THIS ADDENDUM MAY BE CONSIDERED A SUBSTANTIAL VIOLATION AND A MATERIAL NON-COMPLIANCE OF THE RENTAL AGREEMENT AND MAY CONSTITUTE GROUNDS FOR IMMEDIATE TERMINATION OF THE RENTAL AGREEMENT AND EVICTION. Unless otherwise provided by law, proof of a violation of this Addendum shall not require a criminal conviction, but shall be proven by a preponderance of the evidence. If there is a conflict between the provisions of this Addendum and a provision of the Rental Agreement, the provisions of this Addendum will govern.

*This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.*

Resident(s):

\_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent:

\_\_\_\_\_ Date \_\_\_\_\_



*The unauthorized copying, duplicating, downloading, display or any other use of this form is not permitted. This form does not constitute legal advice. For legal advice, please consult your attorney.*

# NOTICE TO ENTER DWELLING

Pursuant to California Civil Code Section 1954,  
gives notice to:

hereby

\_\_\_\_\_, and all persons in  
the premises located at: \_\_\_\_\_ Unit # \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip Code)

and/or its agents will enter said premises on or about the \_\_\_\_\_ for the purposes of \_\_\_\_\_.  
During normal business hours for the reason checked below:

- ☐ To make necessary or agreed repairs
- ☐ To make necessary or agreed alteration or improvements
- ☐ To supply necessary or agreed services (Pest Control)\*\*\*
- ☐ To make necessary or agreed alteration or improvements
- ☐ To exhibit the rental unit to prospective tenants
- ☐ Pursuant to Court Order
- ☐ To install, repair, test, and/or maintain the smoke detector
- ☐ When the Resident has abandoned or surrender the premises
- ☐ To inspect the unit prior to the termination of the tenancy if request by Resident

\*\*\*\*When Pest Control is marked:

By signing this Notice to Enter Dwelling (NED) I give \_\_\_\_\_ and/or its agents permission to enter my dwelling once a month on my assigned day for the purposes of pest control treatment. This NED will serve as monthly permission to enter my dwelling until my tenancy is terminated. I understand and acknowledge that the monthly Health and Safety Inspection is part of my lease and required for compliance.

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Date \_\_\_\_\_

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Operator Signature

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Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_

**Bed bug Addendum**  
**California Civil Code § 1954.600-1954.605**

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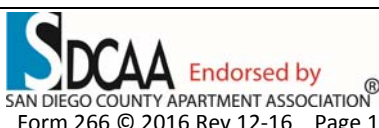
**Resident(s):** \_\_\_\_\_  
**Owner/Agent:** \_\_\_\_\_  
**Leased Premises:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

The terms of this Addendum are intended by the parties to be added to and incorporated into the Rental Agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

1. Resident understands that Bedbugs are an ongoing problem in rental housing and that Resident plays an important role in ensuring that Bedbugs do not infest the Premises. This Addendum defines Resident's responsibilities under the Rental Agreement regarding Bedbug control. By signing this Addendum, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no/were no Bedbugs present in the Premises at the time of Resident's move-in.
2. Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for Bedbugs and do not contain any Bedbugs. If Resident detects that any personal property of Resident may have Bedbugs, Resident promises not to bring said property onto the Premises. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of Bedbugs. Resident agrees to do his/her part to ensure Bedbugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought onto the Premises for Bedbugs; checking all luggage, clothing and other personal belongings for Bedbugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry Bedbugs. In addition, Resident agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no Bedbugs were brought on the Premises by guest.
3. Resident agrees to report any sighting or signs of Bedbugs immediately in writing to Owner/Agent. Since Bedbugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report of any Bedbug sightings or signs *immediately*.
4. Resident agrees to comply with civil code section 1954.604 and cooperate in every way with Owner/Agent's requests of entry to inspect the rental property by the pest control operator and to conduct follow-up inspections of surrounding units until bed bugs are eliminated. tenants shall cooperate with the inspection to facilitate the detection and treatment of bedbugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator.
5. Resident agrees to carefully and diligently follow all instructions and recommendations regarding Bed bug control and removal from any Pest Control company hired by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for Bedbug control where necessary. This Bedbug control preparation can be extensive, and may include items such as special washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Resident understands this preparation may be onerous, but agrees to comply with the instructions for Bedbug preparation if requested by Owner/Agent.
6. Resident understand and agrees that he/she is responsible to do what he/she can to prevent any Bedbugs from entering the Premises and/or to limit any infestation by taking instructed precautions.
7. Resident agrees to hold Owner/Agent harmless from any claims, losses, damages and expenses caused by Bedbugs, including Resident's failure to reasonably take said precautions to control Bedbugs and/or Resident's negligent actions regarding Bedbug control.
8. Resident agrees to obtain personal property/renters insurance to protect him/her against any loss relating to Bedbugs and/or Bedbug infestation. Resident agrees not to hold Owner/Agent liable for any loss of personal property due to Bedbugs or a Bedbug infestation.

**Required language information about Bed Bugs:**

- (a) Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about  $\frac{1}{4}$  of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about  $\frac{1}{16}$  of an inch in length. They have





**Bed bug Addendum**  
**California Civil Code § 1954.600-1954.605**

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almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals.

Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

**Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

**Common signs and symptoms of a possible bed bug infestation:**

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

**(b) Procedures to report infestations to landlord:**

- Resident agrees to immediately notify in writing to Owner/Agent any sighting or signs of Bedbugs. Since Bedbugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report of any Bedbug sightings or signs *immediately*.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Addendum.

***This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.***

Resident(s):

\_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent:

\_\_\_\_\_ Date \_\_\_\_\_





## INFORMATION ABOUT BED BUGS

In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are now more common and can be found even in first class living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in available pesticides. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage. Civil Code §1954.603 requires that information about bed bugs be provided to California residential tenants.

**Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about  $\frac{1}{4}$  of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about  $\frac{1}{16}$  of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

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- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Please immediately report suspected bed bug infestations by contacting ☐the leasing office ☐the Operator/  
House manager at \_\_\_\_\_  
address and phone number.

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

\_\_\_\_\_  
Tenant Signature

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

\_\_\_\_\_  
Operator Signature

# Notice of Contract for Periodic Pest Control Services and Acknowledgement

California Civil Code Section 1940.8

Resident(s): \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner/Agent hereby informs Resident that the Premises under which he/she is occupying is under a contract for periodic pest control services with a pest control company. Attached and incorporated into this Notice as well as the rental agreement between Owner/Agent and Resident is the actual notice provided by the pest control company pursuant to California Business and Professions Code Section 8538. The attached notice from the pest control company indicates which pest(s) are being controlled, the pesticides used, the active ingredients in these pesticides, a warning regarding the toxic chemicals used and the frequency of the pest control treatment.

By signing below, Resident acknowledges that he/she has received, reviewed and understands the Notice of Contract for Periodic Pest Control Services required by California Civil Code Section 1940.8 and the attached notice from the pest control company.

*This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.*

Resident(s): \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date \_\_\_\_\_



## Chemical Pesticide Notice and Acknowledgement

Dear Tenant/Resident:

In accordance with the laws and regulations of the State of California we are required to provide you with the following information prior to application of pesticides to your unit or property. Please take a few moments to read and become familiar with the content.

"State Law requires that you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the U.S. Environmental Protection Agency. Registration is granted when a state finds that based on existing scientific evidence, there is no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

The pests that are controlled are: ants, roaches, silverfish, rats, mice and bedbugs.

The pesticides to be used are:

Exciter (pyrethrins)  
Cykick/Cykick CS (cyfluthrin)  
Gentrol IGR (hydroprene)  
Drax Ant Kill Gel (orthoboric acid)  
Seige Gel (hydramethylnon)  
Pyrethrin  
Masforce (hydramthynlon)

Boric Acid  
Silicia Aerogel  
Tri Die Dust (pyrethrin)  
Avert (abamectin)  
Liquatox (sodium diphacinone)  
Precor 2000 (methoprene)  
Contrac (bromadiolone)

Quintox (cholecaliferol)  
Vengeance (bromethaline)  
Ditrac (diphacinone)  
Pro Control (sulfluramid)  
Talstar PL Granular  
Talstar One (bifenthrin)  
Termidor (fopronil)

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or the poison control center and your team leader at IMPACT immediately. (Other symptoms not typical of influenza):

For further information contact any of the following:

ORKIN PEST CONTROL

For Health Questions – County Health Dept.

For Application – County Agriculture Commissioner

For Regulatory Information – Structural Pest Control Board, Sacramento

Or write to: Structural Pest Control Board, 1418 Howe Ave, #18, Sacramento, CA 95825.

I have read, understood and received a copy of the foregoing information on Pesticide treatments.

Tenant Signature: \_\_\_\_\_

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

## Mold and Mildew Addendum

Resident(s): \_\_\_\_\_  
Owner/Agent: \_\_\_\_\_  
Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**The purpose of this addendum is to provide information and guidelines regarding the potential for mold and mildew growth in and around the dwelling unit.**

Due to high humidity and/or coastal conditions, dwellings in the region display an increased possibility of developing mold and mildew. Mold and mildew are found virtually everywhere in our environment (indoors, outdoors, and in both new and old structures), and cannot be eliminated. Also, there is conflicting scientific evidence as to the amount of mold and mildew that can lead to adverse health consequences. However, leading causes of indoor mold and mildew growth (such as excess moisture) can often be eliminated by undertaking appropriate precautions. Therefore, Resident agrees to all of the following statements, terms and conditions in entering into his/her Rental Agreement.

**Acknowledgement of Risk:** Resident acknowledges that mold and mildew risks exist and assumes responsibility for any personal injuries or property damage caused by mold or mildew.

**Notice of Problems:** Resident shall immediately notify Owner/Agent of any moisture, standing water or water intrusion of any kind, or mold conditions in order to provide Owner/Agent an opportunity to evaluate the conditions and/or to make recommendations regarding appropriate actions. Failure of the Resident to comply with this section may lead to termination of tenancy or liability for increased costs of repairs.

**Resident Obligations:** The Resident shall be solely responsible for properly ventilating the premises and exercising moisture control precautions, including, without limitation, performing the following obligations:

1. Ventilate the Premises and Maximize Air Circulation as Follows:
  - a. Cooking: Use the fan above the stove or open a window slightly.
  - b. Washing/Drying Clothes: Use a fan in the washing/drying area, or open a window slightly.
  - c. Bathing: Use bathroom fans while bathing, or open a window slightly. When done, hang towels and bathmats to permit air drying.
  - d. Open windows when the weather permits and humidity is below 50%
  - e. Do not place furniture against walls.
  - f. Open closet doors.
  - g. Do not leave windows open and/or unattended. Doing so poses a safety risk.
2. Avoid Unnecessary Creation of Moisture:
  - a. Do not keep an excessive number of house plants.
  - b. Avoid the use of fish tanks.
  - c. Do not cook for extended periods of time.
  - d. Do not wash or dry clothes for extended periods of time.
3. Regularly Clean the Premises:
  - a. Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the Premises on a regular basis so as to avoid the accumulation of dirt and debris
  - b. Remove visible moisture accumulation from floors, walls, ceilings, windows and other surfaces as soon as possible.
  - c. Immediately clean up and dry any water that spills from any water source.
  - d. Utilize mold killing products whenever possible, provided they do not damage the Premises.



## Mold and Mildew Addendum

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- e. Immediately remove any visible mold or mildew utilizing one cup bleach in one gallon of water. Wear gloves during cleanup, do not spread the mold, only work in adequately ventilated areas, and do not undertake such cleanup if the same is hazardous to your health, the premises, and/or any personal property or fixtures.
  - f. Regularly check and clean the window tracks and keep free of condensation.
4. Maintain Proper Temperatures:
- a. Maintain indoor temperatures between 50 and 70 degrees.
  - b. If you must use a portable space heater indoors, only use electric space heaters.
  - c. Use a dehumidifier during humid months.
5. Immediately Notify Owner/Agent of Problems If You Discover Any of The Following Problems:
- a. Any evidence of a water leak, running toilets, or excessive moisture
  - b. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
  - c. Any failure or malfunction in the heating, ventilation, air conditioning, or laundry systems
  - d. Any inoperable doors or windows.
6. Resident agrees to not plant, harvest, grow or keep any cannabis plants in the premises or property, as the growth of marijuana produces high humidity conditions, which can cause mold and mildew if not properly vented.
7. Additional Precautions: The foregoing list is not intended to be exhaustive. Instead, it is intended to provide minimum standards of compliance and examples as to the Resident's required conduct.
8. Damages: Resident understands and agrees that Resident shall be responsible for damages and injuries to persons and/or property resulting from Residents failure to perform any of the enumerated actions, and that such failures shall further constitute a material non-compliance with the rental agreement affecting health.

Resident hereby acknowledges receipt of all state-required mold disclosures,

*This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.*

Resident(s):

\_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent:

\_\_\_\_\_ Date \_\_\_\_\_



*The unauthorized copying, duplicating, downloading, display or any other use of this form is not permitted. This form does not constitute legal advice. For legal advice, please consult your attorney.*

## Asbestos Disclosure Addendum

Resident(s): \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Asbestos is a building material commonly found in buildings constructed before 1981. It has been determined that the mere existence of asbestos does not pose a health risk as long as the asbestos is not disturbed and the fibers are not released into the air. As such, owners and residents must take reasonable precautions to minimize the risk of disturbance of asbestos materials.

This Addendum is intended as a **WARNING** that the Premises may contain asbestos, which may be present in buildings constructed prior to 1981 and may expose him/her to a chemical known by the State of California to cause cancer.

The terms of this Addendum are intended by the parties to be added to and incorporated into the Rental Agreement between Resident and Owner/Agent that currently governs the tenancy of Resident(s) in the Premises.

(Owner/Agent must check one)

☐ Owner/Agent discloses that the Premises contains asbestos materials and/or asbestos hazards that are located in or around the following areas of the Premises:

☐ Owner/Agent has no knowledge of asbestos containing materials and/or asbestos hazards located in or around the Premises, however, Owner/Agent notifies Resident that the Premises may contain asbestos materials.

Resident understands and agrees that as his/her part of taking reasonable steps to minimize the risk of exposure to asbestos-materials, he/she will not doing anything that may disturb the building materials of the Premises in a manner that may cause the asbestos fibers to be released. This includes, but is not limited to the following:

1. Scraping, pounding, sanding or remodeling any portion of the Premises that may release dust and which may cause the asbestos materials to be released into the air.
2. Making any repairs, improvements or alterations to the Premises without obtaining Owner/Agent's prior written consent and (when appropriate) providing Owner/Agent with a plan to prevent the release or exposure of any asbestos.
3. Limiting contact with the ceiling of the Premises, including not hanging hooks or other objects in the ceiling, not penetrating the ceiling in any way, not drilling holes in the ceiling or attaching fixtures to the ceiling, not allowing objects to come in contact with the ceiling, limiting the contact of water with the ceiling, not cleaning or painting ceiling, no repair to ceiling or light fixtures and no other activity that may cause damage or disturbance to the ceiling or other asbestos-material located on the Premises.

Resident agrees to immediately notify Owner/Agent in writing of any signs of asbestos disturbance or other damage to the Premises, such as crumbling, cracking, peeling or deterioration of the walls or ceiling. Resident also agrees to immediately notify Owner/Agent in writing if any of the above stated activities in paragraphs 1-3 occur.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Addendum.

*This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.*

Resident(s): \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date \_\_\_\_\_



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## Lead-Based Paint Disclosure & Lead Based Paint Hazards

42 U.S.C 4852(d)

Resident(s): \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**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, Lessor must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. [40 CFR §745.113(b)(1)]

### Owner/Agent Disclosure:

(1) Presence of lead-based paint and/or lead-based paint hazards [*check applicable box*]:

<input type="checkbox"/>	Known lead-based paint and/or lead-based paint hazards are present in the housing. Due to its pre-1978 construction, the Community does evidence trace remains of original lead paint. The majority of this trace lead is found in exterior surfaces, which have been, or are in the process of being fully repainted. Though trace lead paint may also exist in unit interiors, such would be located in layers below the surface.
<input type="checkbox"/>	Owner/Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Enclosed is a a federally approved pamphlet on lead poisoning prevention

(2) Records and reports available to the Owner/Agent [*check applicable box*]:

<input type="checkbox"/>	Owner/Agent has reports pertaining to lead-based paint and/or paint hazards in the housing, including the Master environmental report available for review upon Resident's request.
<input type="checkbox"/>	Owner/Agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(3) Resident has received copies of all information listed above (if applicable).

(4) Resident has received the pamphlet on lead poisoning prevention.

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

***By signing below, Residents acknowledges that they have received the above information, reviewed and understand its content. Owner/Agent hereby certifies, to the best of their knowledge, the information provided is true and accurate.***

Resident(s) hereby acknowledges that this addendum is incorporated into the rental agreement between the resident(s) and Owner/Agent.

Resident(s): \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date \_\_\_\_\_



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# Simple Steps To Protect Your Family From Lead Hazards

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

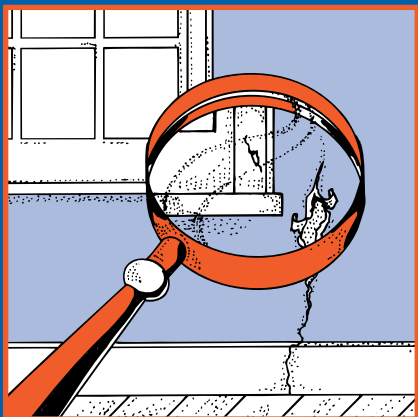
- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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(minimum 50% postconsumer) process chlorine free.





# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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



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

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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

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

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

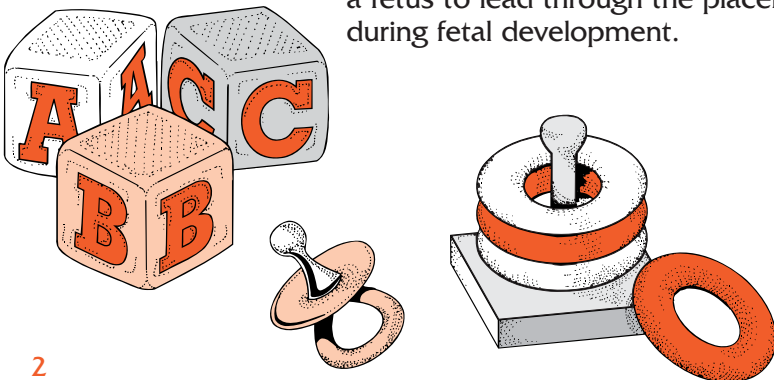
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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

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

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

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



## Lead's Effects

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

### In children, lead can cause:

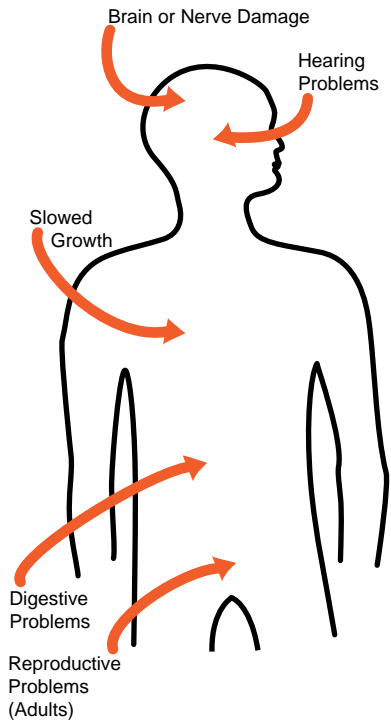
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

### In adults, lead can cause:

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



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

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## Where Lead-Based Paint Is Found

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

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

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

## Checking Your Family for Lead

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

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

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

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

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

## Identifying Lead Hazards

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

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

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

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

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

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

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

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

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

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# Checking Your Home for Lead

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

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

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

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

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

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

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

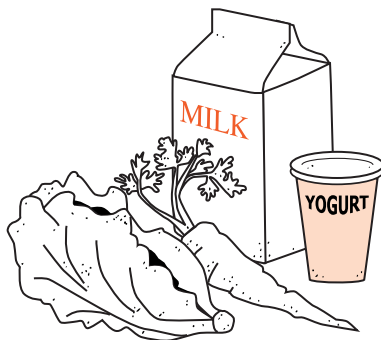


# What You Can Do Now To Protect Your Family

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

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



## Reducing Lead Hazards In The Home

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

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

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

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

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

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

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

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

# Remodeling or Renovating a Home With Lead-Based Paint

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

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

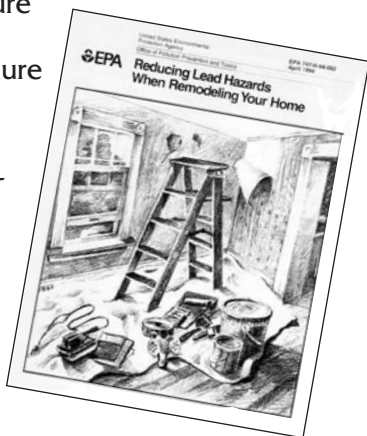
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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

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## Other Sources of Lead

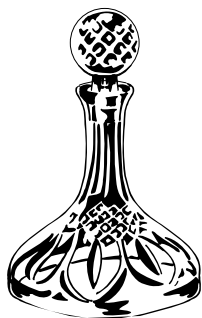
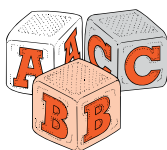
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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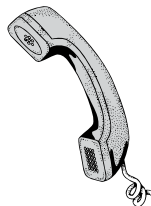
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

## For More Information

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### The National Lead Information Center

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



### EPA's Safe Drinking Water Hotline

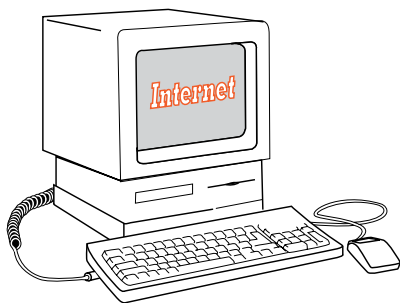
Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

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

### Health and Environmental Agencies

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



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

# EPA Regional Offices

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

## EPA Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CPSC Regional Offices

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

### **Eastern Regional Center**

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

### **Western Regional Center**

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

### **Central Regional Center**

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

## HUD Lead Office

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

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

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

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

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