



Residential Lease Package



Steve Cook
Landlord

Tenant(s) List names of all tenants here (include all adults and children), no additional tenants will be added after lease is signed. This means you can't have additional people start living with you for more than 3 nights in a calendar month that aren't on this lease. No pets allowed at any time either.

05/01/2015 – 04/30/2016

Lease Start Date and End Date

After this lease ends, it will automatically be converted to a monthly (month to month) lease. All the rules in this lease are still in effect during the month to month (periodic) lease except you are now on a month to month lease.



RESIDENTIAL LEASE PACKAGE

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RESIDENTIAL LEASE AGREEMENT

This agreement, dated , is between Landlord and Tenant identified below:

1. **LANDLORD:** The landlord(s) and/or agents(s) is/are and will be referred to in this Lease Agreement as "Landlord."

Steve Cook (651-321-3131)
xxx xxxxxx Way
xxxxxxx, xx 55555-4444

2. **TENANT:** The Tenant(s) is/are (print all names): And will be referred to in this Lease as "Tenant."
(please **print** full name(s) and also DOB of ALL Tenants which includes listing all children and adults)

X
X
X
X

3. RENTAL PROPERTY ADDRESS:

The Landlord agrees to rent to the Tenant the property described as a(n) single family house located at the following address which will be referred to in this Lease as the "Leased Premises."

4884 101st Lane NE
Apartment number: 2
Blaine, MN 55014

4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on **05/01/2015** and will end on **04/30/2016**
After this lease ends, it will automatically be converted to a monthly (month to month) lease. All the rules in this lease are still in effect except you are now on a month to month lease.

5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are listed above under number 2 Tenant section.
- B. Any change in the occupancy will require written consent of the Landlord ahead of time – no exceptions.
- C. Any change in occupancy if approved will be subject to an adjustment in the amount of rent.
- D. Tenant may also operate a home based business described as "Any legal home based business without traffic which includes cars and/or people coming and going.

The city and I can not allow a home based business if there will be people coming and going several times during the day. Daycare to drop off/pick up kids is fine. Internet based business and also Amway, Avon types are fine. The Tenant is responsible for all permits and licenses relating to this home-based business and the Tenant indemnifies the Landlord of all liability, costs, and fees associated with this business. Questions and/or concerns, please just ask.

6. AMOUNT OF RENT:

- A. **The amount of the Rent is \$775** to be paid monthly and due on the last day of the preceding month the rent is for. Rent amount can change at any time after this initial lease has ended as long as one month plus one day written notice is given. **Rent can be discounted to only \$765** if rent is paid by the end of the preceding month and also deposited into a special Wells Fargo checking account (you will be provided with deposit slips if you choose this method, let landlord know at least 10 days before the end of the month so landlord can mail the deposit slips to you).

You may NOT use damage deposit or security deposit for rent at any time.

Initials of all Tenants _____

7. DATE RENT IS DUE:

- A. **The rent is due on the first day of the month.** The rent due date is the date the Landlord **MUST** receive the Tenant's payment. If landlord receives it early the landlord will wait to deposit or cash it until the 1st of the month.
- B. Rental payments are made payable to the landlord listed in section 1 Landlord above.
- C. Rental payments must be mailed to the Landlord to the address listed in section 1 Landlord above to make sure it is received by when it is due. Landlord on occasion will pick up the rent on the same day it is due, pre-arranged though.
- D. I can provide a stack of deposit slips to you for depositing the rent at **Wells Fargo bank** (there is one 3-4 blocks away on County Road E between Lexington and Snelling).

Rent: You have six (6) ways to pay your rent listed 7A to 7F below:

7A: Mail the rent check. (landlords mailing address subject to change). Make sure to mail it about the 20th of the month to get to Florida by the end of the month. You are still responsible to pay rent by the 1st of the month even with lost or delayed mail, and if rent check/money order isn't received by the first then you can pay by credit card (see 7F). If landlord gets it early the landlord will wait until the 1st to deposit the check.

Steve Cook
203 Judith Way
Davenport, FL 33897-5443

It is up to you to make sure I get it by the due date.

OR

7B: Deposit the check at Wells Fargo branch yourself.

I have a whole stack of deposit slip pre-printed for you to use. Then you go to any Wells Fargo bank (drive through or inside) and give them your rent payment AND the deposit slip. Put your apartment number and name on the deposit slip for your proof of payment.

OR

7C: Electronically Transfer from your own Wells Fargo account (if you have one) to my Wells Fargo account.

You can transfer from your Wells Fargo account to my Wells Fargo account by logging into WellsFargo.com. The steps might have changed but at one time the steps were: click on Transfers & Payments> Send & Receive Money> click Send Money tab> select From Account> select "Add Recipient", and in the "send by" drop down select "Wells Fargo Account Number" (ask me and I will provide a Wells Fargo account number to you that I will set up just for your deposit).

OR

7D: Send a check via your checking account via your banks "Bill Pay".

This is a free service that many banks and credit unions allow you to Pay Bills online. **IMPORTANT:** This can take one week to deliver so you would have to do it around the 20th. It is up to you to make sure I get it by the due date.

OR

7E: Send it electronically to my email address.

Some banks let you send the money by using an email address. I have my steve@judgmentcenter.com email address set up at my Wells Fargo account to receive money. You are responsible for any fees making sure I get full rent amount.

OR

7F: You may pay by credit card, debit card or PayPal at a secured webpage of the landlord but you must add an **additional 3.5%** to the rent for these types of payments and the fee is because PayPal charges the landlord an extra fee. www.allhomebased.com/SendMoneyToSteveCook.htm

Sending Limits: For your security, Wells Fargo may restrict the amount of money you can send to recipients at first. You can send up to \$750 daily (or \$2,000 within 30 days) total to your recipients. After the initial period, you can send up to \$1,500 daily (or \$20,000 within 30 days) total to all recipients.

Initials of all Tenants _____

8. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before days after the rent due date, Tenant must pay a **late fee of \$ 50.00** in addition to the rent due immediately.
- B. Rental payments paid late 2 times within any 24 month period creates a default of the Lease Agreement.
- C. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

9. RETURNED PAYMENTS:

- A. **An insufficient fund fee of \$ 65.00** will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment. **Plus you will have to pay late fee of \$50** too (see 8 above) since your rent would be late but this total fees are not to exceed what is allowable by law.
- B. If there are more than 1 instances of returned payments in 24 months, Tenant(s) agree that the Landlord may require all future payments to be made only by Certified Check, Money Order, or Cash (deposit slips can be provided to tenant).
- C. If your financial institution returns your rental payment and causes the rental payment to be late a late fee will apply, if mail is lost or late a late fee will apply.

10. SECURITY DEPOSIT:

- A. **The Tenant(s) have paid to the Landlord a Security Deposit of \$ 775.00**
- B. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease Agreement has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenant's default of this Lease Agreement.
- C. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance to state and local laws and regulations.
- D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E. The Leased Premises must be left in good, clean condition with all trash, debris, and Tenant's personal property removed. The Leased Premises shall be left with all appliances and equipment in working order.
- F. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
- G. Provided the Tenant(s) fulfill all of the obligations of the Lease Agreement, the Landlord will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 21 days.

11. APPLIANCES:

- A. Appliances in working order: Central A/C, furnace, refrigerator/freezer/ice cube maker, washer/dryer, garbage disposal, dishwasher, reverse osmosis water filter system for the kitchen sink and ice cube maker.
 - I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse or accident by Tenant (including anyone the tenant lets in the house which will include guests, family members, friends and children will become the full responsibility of the Tenant, either in the appliance repair or replacement.
 - II. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.
- C. By initialing at the bottom of this page and signing the lease you agree that all the appliances inside your own rental home are in total working order when you moved in.

12. MAINTENANCE AND REPAIRS:

Special arrangement described as: "Landlord shall be responsible for repairs to the property except if damage is caused by tenant or tenants visitors or guests."

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Tenant must abide by all local recycling regulations.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- G. The Tenant is responsible for removing snow and ice from stairs and walkways.
- H. The Tenant shall provide his or her own pest control services and that includes but not limited to: mice, ants, squirrels, spiders, nats, mosquitoes and bed bugs that are located in their own home, landlords is responsible for common areas. The tenant is required to comply with all reasonable measures to eliminate or control bedbug infestation.
- I. The Tenant shall contact Landlord in the event of any repair or non-life emergency.

13. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

14. PETS:

No pets of any kind at any time whatsoever unless you contact me first before you get the pet. No cat/kitten, dog/puppy, no bird, no reptiles or any other pet whether they are loose in the home, in a kennel, cage, aquarium, bowl, tank etc... No pets overnight even on a temporary basis.

15. PARKING:

Two reserved parking spots in the parking lot. Apt 1 (#1,2) Apt 2 (#3,4) Apt 3 (#5,6) Apt 2 (#7,8).
Each apartment can only park one vehicles in each spot overnight. Two overnight cars total (one in each spot).

No motor cycle, moped, motorized bike can park on the driveway or parking lot, this includes the tenants or guests. Please park on the dirt/grass area to the west end behind the mailboxes near the parking lot but not on the parking lot. This is because the kickstand digs holes into the asphalt.

16. GARBAGE CANS:

Landlord has already arranged a garbage company for your own garbage collection. But each tenant must take their own Garbage can and recycle bin can to the curb on the scheduled day of trash. Garbage day and also recycle day is Tuesday subject to change.

Initials of all Tenants _____

17. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- C. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal or the evening before.
- D. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence and this includes during/after the annual rental license inspection, fine will be paid to landlord.
- E. The Tenant shall abide by all Federal, State, and Local laws.
- F. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- G. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- H. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- I. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- J. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- K. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- L. Under no circumstance may a stove, oven or range be used as a source for heat.
- M. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- N. The Tenant shall use ventilating fans at all times when bathing and cooking.
- O. All windows and doors must remain closed during inclement weather (in home and also doors to outside).
- P. The Tenant shall notify Landlord of any pest control problems even though tenant is resolving it (documentation purposes only).
- Q. The Tenant must notify Landlord of any changes in employment.
- R. The basement and/or attic may not be modified for the use as living quarters or for storage.
- S. Waterbeds and liquid furniture are not permitted at any time.
- T. The Tenant cannot have a satellite system or antenna on or around the Leased Premises.
- U. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
- V. No motor cycle, moped, motorized bike can park on the parking lot or driveway, this includes the tenant or guests. If you get one please park to the west end behind the mailboxes but near the parking lot but not on the parking lot.

18. ADDENDUMS:

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

- A. Tenant Pet Agreement
- B. Zero Tolerance for Criminal Activity
- C. Lead Based Paint Disclosure & Certification
- D. Move In/Out Condition - Security Deposit Form
- E. Lead Paint Pamphlet - Free EPA Disclosure
- F. Minnesota Landlords and Tenants-Rights and Responsibilities

19. INSURANCE:

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant is **strongly** encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the State. This policy should become effective on or before the beginning date of this Lease Agreement.

20. SECURITY NOT PROMISED:

The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems, smoke detectors and/or carbon monoxide detectors are in sound working order. Tenant further understands and acknowledges that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security. Please do NOT prop open the front or side doors they should be shut and when shut tight they will lock automatically. Temp. prop open door while moving things in/out is fine, but not overnight.

Initials of all Tenants _____

21. RIGHT OF ENTRY:

- A. Landlord and/or his agents, **with 5 hours verbal or written** notice have the right during the term of this Lease Agreement to enter to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property during the hours of 7:30am to 7:30pm 7 days a week. If a voicemail message/answering machine message is left for you the 5 hours count from the date/time the message was left.
- B. In the event of an emergency, Landlord or emergency services reserve the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
- I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
- II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.

22. ENDING OR RENEWING THE LEASE AGREEMENT:

At the end of the Lease term, if the Landlord or the Tenant does not give any written notice to the other party to end this Lease, it will automatically continue on a month to month basis. To terminate this Lease at the end of the Lease term or any renewal thereof, the Landlord or the Tenant must give to the other party at least one month plus one day prior written notice before the last day of the Lease term or any renewal thereof (email is fine if confirmed by telephone call).

- è **On last day of your tenancy (whether you ended it or I ended it) you MUST be out by 2pm.**
By initializing this page and also by signing this lease means you agree to be out by 2pm on the last day of your rental which is usually the last calendar day of the month. If you fail to be out by 1pm, you will agree to pay \$50 late move out fee to landlord in cash/check/money order immediately.

- è **All adult tenants INITIAL agreement here** _____

23. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing (if emailed must confirm receipt by phone).
- B. Notices sent to the Landlord may be sent to the following:
- I. Street/mailling address listed at the top of the lease in the Landlord section:
- II. Email: (after sending an email please also call to confirm that the landlord received your email):
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
- I. Regular mail II. Personal delivery III. E-mail with telephone follow up

24. ABANDONMENT:

If Tenant vacates the Leased Premises before the end of the Lease term without written permission from the Landlord, the Leased Premises is then considered to be abandoned and Tenant is in default of this Lease Agreement. Under these circumstances, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

25. LANDLORD'S REMEDIES:

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement.

In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

- A. The Tenant agrees that any expenses and/or damages incurred as a result of a breach of the Lease Agreement including attorney's fees and costs will be paid to the Landlord or the prevailing party.
- B. The Tenant agrees that any court costs and/or fees incurred as a result of a breach of the Lease Agreement will be paid to the Landlord or the prevailing party.
- C. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees and costs.

26. HALLWAYS, STEPS AND LAUDRY ROOMS:

It is required that the tenants vacuum and/or swept the hallways and steps in front of both entryways to their own home doors. This will include the hallway and stairs. It would be helpful if you took turns empty the laundry room trash too.

Initials of all Tenants _____

27. SUBORDINATION:

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

28. CONDEMNATION:

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

29. ASSIGNMENT OR SUBLEASE:

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

30. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, **each** Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement. (even if one renter doesn't pay the other one is still responsible for the full rent payment and utilities and this lease).

31. MISREPRESENTATION:

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

32. BINDING OF HEIRS AND ASSIGNS:

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

33. SEVERABILITY:

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

34. GOVERNING LAW:

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

35. SEWER/DRAIN CLEANING

All Sewer and drain cleaning inside their own home are the responsibility of the tenant to have cleaned when they are needed at the tenants own expense. Sewer and drains includes kitchen and bathroom sink drains, toilet drain, shower/tub drain.

By initializing this page and signing the lease the tenants agrees that the sewer/drain lines were flowing satisfactorily when the tenant moved in (tenants: you must please verify this). One common reason for this is some people try to flush things they shouldn't (toys, diapers, feminine products, paper towels to name four) or hair clogs the drain(s). By initialing at the bottom of this page the tenant agrees that the plumbing including sewer were flowing fine and without problems when they initialed this page and signed/dated this lease.

Initials of all Tenants _____

36. SMOKE DETECTORS and CARBON MONOXIDE DETECTORS

- The tenant agrees to keep a fresh battery in the smoke/fire detector(s) and also the carbon monoxide detector, at least change it once every 12 months if it is battery operated and/or as needed. (Landlord can supply 9volt batteries once a year or as needed. Just ask me and I will deliver it to you)
- The tenant agrees to test it at least monthly AND that they all were working the date you initialed this page and signed this lease.
- If it a smoke/fire detector and/or carbon monoxide detectors does not work and it is not the battery, the tenant agrees to notify the management right away which we will investigate the problem which could including replacing it.

• All adult tenants INITIAL agreement here _____

37. TELEPHONE & EMAIL

The tenant agrees to have a working telephone within 24 hours of moving in, make sure the landlord always has the current number and the working telephone can be a landline and/or cell phone. This will allow the landlord or any repairman to call for whatever is needed for. You are **REQUIRED** to have either a working answering machine or voice mail. Some communication can be by email, and my email address you can use is steve@judgmentcenter.com. You also need an email address that can accept attachments such as Adobe Reader .pdf documents.

38. ADDITIONAL CLAUSES:

Notice: **Landlords and Tenants: Rights and Responsibilities** is a booklet written and published by the Minnesota Attorney General's Office as required by Minn. Stat. § 504B.275. This handbook is available through the Attorney General's website as well as in other formats upon request. Copies are free and available on-line at www.ag.state.mn.us or contact the Minnesota Attorney General's Office at 1400 Bremer Tower, 445 Minnesota Street, St. Paul, MN 55101 or 651-296-3353. Signing this lease means that you were notified about the availability of this booklet.

-->I did not include a copy of the handbook because it changes on occasion and I didn't want you to get an old copy thinking that was the current one. Please go and get a current version/copy of the handbook from the Minnesota Attorney General's Office because they could have made a change. It your responsibility to get the current copy.

• All adult tenants INITIAL that they were told about the booklet _____

39. PARAGRAPH HEADINGS:

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

40. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addendums, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Minnesota as well as any disclosures required by federal, state, and local jurisdictions.

41. UTILITIES & SERVICES:

A. Tenant is responsible for the following utilities and services

Electric for their own apartment, telephone (landline and/or cell phone) with either voicemail or an answering machine, and also Email. If desired cable TV, but NOT satellite.

Tenant is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

*Currently there is only one furnace so the landlord pays for the heat. If at anytime the landlord puts in separate furnaces for each apartment unit then the tenant will start paying for their own heat for a \$50 reduction in rent per month. The tenant will call the gas company and put the heat into their own name on the date furnaces were installed and working.

Initials of all Tenants _____

B. Landlord will be responsible for the following utilities and services: heat, common area electric, garbage, sewer, water. A coin operated washer and dryer are currently provided, prices can change at any time and also the machines can be removed at any time without affecting this lease in anyway, as they are just a luxury that the landlord is providing at the current time.

I. Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control including but not limited to fire, wind, flood, tornado, burglary.

II. Tenant shall notify the Landlord of any malfunction of a utility.

III. Tenant may not be negligent in his/her use of any included utility or service. If by tenants negligence, the utility bill or service fee dramatically increases, tenant will be billed for any overages which will then be due and payable by tenant as additional rent.

NOTICE: This is an important LEGAL document.

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

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

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

JP Woods also manages the property. The first contact is landlord Steve Cook but you can still contact J.P. Woods if you can't get hold of the landlord in a timely manner. J.P. Woods will be visiting the property 2 times a week. Harvey and Lori Hetchler are onsite caretakers and have limited rights (ask me for details).

IMPORTANT: The first months rent needs to be paid at the time the lease is signed in order for the lease to take effect for new tenants. The first months rent is non-refundable if tenant doesn't move in. Damage deposit payment will have to be paid before or at the same time that the keys are given to new tenant.

Signature and date signed from all Tenants 18 and older:

Signature and date signed from Landlord:

PET ADDENDUM

No pets of any kind at any time whatsoever without contacting me first. No cat/kitten, dog/puppy, or any other pet whether they are loose in the home, in a kennel, cage, aquarium, bowl, tank etc... No pets overnight even on a temporary basis.

Service Animals are not pets (yes we love them as much as a pet), but service animals provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. They have to legally be a service animal, not just one you say is a service animal.

Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any and all damage done to the unit, building or grounds, beyond reasonable wear and tear.

Service animals must meet local and state laws for vaccinations and also licensing with city of Blaine and you must provide proof that the animal is a service animal for a tenant in this lease.

Landlord requires the service animal to be housebroken and also neutered or spayed before moving the animal in.

Signature of all adult Tenants (and date signed):

Signature of Landlord (and date signed):

ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Lease Premises:

Landlord (print name): Steve Cook

Tenant (print name(s):

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to the Tenant, residents, guests, and/or family members. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call 911 and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that domestic disturbances not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

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

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

Signature of all adult Tenants (and date signed):

Signature of Landlord (and date signed):

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

MANAGEMENT _____
(Resident)

(Resident)

by: _____ (Resident)

Date signed: _____ Date signed: _____

Resident(s) acknowledge receipt of this addendum by signature of this document.



MOVE IN/OUT CONDITION SECURITY DEPOSIT STATEMENT

MOVE-IN CONDITION / REPAIRS NEEDED

Room	Problem/Repair needed	Initial / Resolution

MOVE-OUT CONDITION / REPAIRS NEEDED

Room	Problem/Repair needed	Cost

Security Deposit Received:

Date: _____ (type circle one: check, money order, cash) Amount: _____

Tenant Initial: _____ Tenant finds the entire property in good condition except for the _____ number of item(s) listed above.

Tenant is responsible for any and all damage to the property caused by the Tenant, Occupants or Guest during the Tenants occupancy.

The security account will **not** be settled until the Tenant has completely moved out and Landlord has performed an inspection of the property.

All Tenant's Sign:

_____ Date: _____

_____ Date: _____

_____ Date: _____

Landlord Sign:

_____ Date: _____

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

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

NONE

(ii) X Lessor (landlord) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

NONE

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

Lessee's (tenant) Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

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

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.

Lessor/Landlord Date (sign/date)

Lessee/Tenant Date (sign/date)

Lessee/Tenant Date (sign/date)

Lessee/Tenant Date (sign/date)

HOLD HARMLESS ACKNOWLEDGEMENT

By this Agreement dated _____, Steve Cook as Landlord,

and _____ as tenant(s):

NOW THEREFORE, in consideration of the premises and the mutual covenants, herein contained and in further consideration of Landlord's allowing Tenant, to enter the property located at 1 Aloha Tower Drive, Landlord and Tenant hereby agree as follows:

1. For the term of this Hold Harmless Agreement, Tenant agrees with and shall comply with the terms of Tenant's lease and the Building Rules and Regulations.
2. Tenant does hereby release Landlord and Manager from any and all liability, claim, and cause of action which may arise by Tenant by reason of damage to furniture or property of Tenant, or any third party, situated or placed upon the building by Tenant or any third party, or by reason of injury to Tenant, its employees, agents, invitees, licensees or visitors, or to any other person, or for any injury to a person or damage to property on or about the building, and Tenant agrees to indemnify and hold Landlord, Manager, Landlord and Manager's affiliates, and their respective insurers harmless of and from any loss, attorney's fees, damages, expenses or any claims arising out of any such damages or injuries, including but not limited to Landlord's negligence.
3. The term of this Agreement will commence and end on the same dates as the lease.

Lease Start Date and End Date: _____

After this lease ends, it will automatically be converted to a monthly (month to month) lease. All the rules in this lease (including this HOLD HARMLESS ACKNOWLEDGEMENT) are still in effect during the month to month (periodic) lease except you are now on a month to month lease.

TENANT:

Tenant (Print) _____ Date _____

Tenant (Signature)

Tenant (Print) _____ Date _____

Tenant (Signature)

Tenant (Print) _____ Date _____

Tenant (Signature)

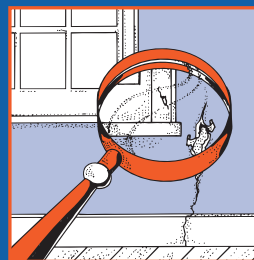
Simple Steps To Protect Your Family From Lead Hazards

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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Protect Your Family From Lead In Your Home

 United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

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

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



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

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



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



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



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

IMPORTANT!

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

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

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

Lead Gets in the Body in Many Ways

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

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

People can get lead in their body if they:

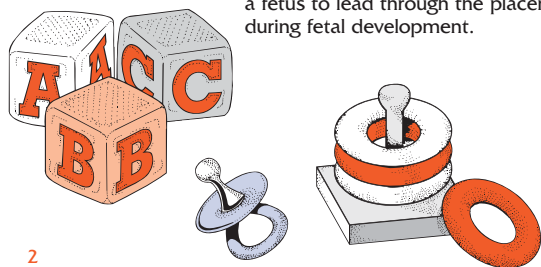
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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

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

Lead is also dangerous to women of childbearing age:

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



2

Lead's Effects

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

In children, lead can cause:

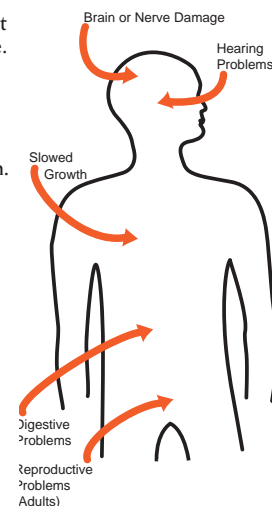
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

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



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

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

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

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

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

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

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

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

4

Identifying Lead Hazards

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

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

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

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

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) 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.

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

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



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

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

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

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

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

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

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Reducing Lead Hazards In The Home

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

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



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.

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What You Can Do Now To Protect Your Family

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

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



7

Remodeling or Renovating a Home With Lead-Based Paint

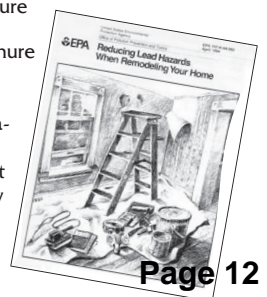
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



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



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Other Sources of Lead



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



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

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EPA Regional Offices

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

EPA Regional Offices

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

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

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For More Information

The National Lead Information Center

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

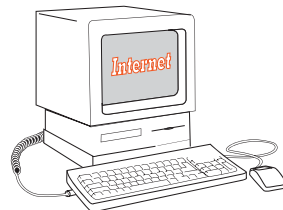


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

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

11

CPSC Regional Offices

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

Eastern Regional Center

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

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

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

U.S. Department of Housing and Urban Development

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

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

EPA747-K-99-001
June 2003

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Welcome To Your New Home

We are pleased that you have chosen our property as your new home. Please take the time to review the following Welcome Package. The following pages contain handy hints and helpful information including addresses and phone numbers for your utility companies. Please take the time to review the following frequently asked questions.

How do I handle repairs that may be needed?

First, you must notify us of any repairs, no matter how minor they may seem. The responsibility of the repair will be determined by the terms of your Lease. In the event that the Landlord is responsible for the needed repair, please be aware that all repairs will be prioritized and emergencies will be handled first. Make sure that all repairs are reported in a timely manner.

Remember that an ignored repair may become a large project, therefore subjecting you to a large expense. Any repair which goes unreported, thereby causing further damage to the Leased Premises or that of a neighboring tenant, may be construed as a nuisance and will be handled as such. This type of neglect will incur further charges to your account and may change the liability of the repair and subsequent repairs. We must have access to the Leased Premises to perform any repairs or maintenance.

What if my rent is late?

Your rent is due and expected on the rent due date specified in your Lease agreement. Payment not received on time may be subject to late fees or other charges. It is important that rent payments are paid promptly. Remember that the 2nd late payments probably will result in legal measures that may lead to your eviction. (paying your rent on time is extremely important and I take any late payment very seriously, but if I receive it early I can promise that I won't cash it until the due date which is normally the 1st of each month.

I also have a webpage <http://www.allhomebased.com/SendMoneyToSteveCook.htm> to accept rent payments via any credit card/debit card/echeck/PayPal. There is an extra charge to use it, it is a fee added by PayPal to accept payments for me. The extra fee is 3.5% which would be added to the rent total.

What do I do if I lose my key?

It is important that you take care of your entrance keys. Occasionally, you may find yourself locked out of your home or in need of a replacement key, if this occurs, there will be a \$75 charge if a locksmith needs to come out during normal business hours, \$112.50 if after normal business hours. If I need to come out it will be \$75 payable within 48 hours by cash.

You can always hire a locksmith to come out and make new key for your own apartment door and pay the locksmith yourself, but if the key changes you need to provide me the one right away.

If you loose the front door key you cannot legally make a copy, please contact me. But you can make a copy of the apartment door keys to your unit.

Why should I get renter's insurance?

Under most circumstances the Landlord is not responsible for any of your personal property at all. It is important to have renter's insurance to cover your belongings in the event of an unforeseen disaster. This type of insurance is inexpensive insurance and well worth it.

What if I am having a problem or concern with a neighbor?

It is important to try to get along with your neighbors. If you have a problem or concern with a neighbor, it is usually best to try to resolve the problem amongst yourselves. Refrain from using foul language or engaging in verbal arguments. Of course, if you are unable to resolve the problem, feel free to contact me or the local authorities.

If its someone in the same apartment building I want to know about it and if it is someone who doesn't live in the apartment building please contact the local authorities.

Can I make changes or improvements to the Leased Premises, such as painting or landscaping?

We often welcome your improvements to your residence and yard. We require that that you check with us first before making any changes. Changes or improvements to your apartment must be documented and most will receive verbal approval. However, some changes or alterations to the property will require written consent.

It is important to read the Lease thoroughly and ask questions about anything that you may not understand. Below are some additional important guidelines to follow.

- It is important to keep the leased premises in a clean, sanitary and safe condition.
- Please make sure that trash is disposed of correctly as to avoid any pest control problem.
- Make sure to check the batteries in the smoke detectors, periodically, to ensure the safety of your family.
- Candles are not recommended therefore, please be careful not to leave a lit candle unattended.
- Do not give or loan your entrance key or code to anyone not listed on the Lease.
- Be considerate of your neighbors.

Just remember, if you damage something you should fix it or hire someone to fix it or contact us and we can hire someone with you picking up the bill. Example: Your painting and you spill paint onto the floor and damage the carpet. The carpet and padding needs to be removed, the spill professionally cleaned because it could soak down through the floor into the lower level and if not totally removed the smell could linger for years.

We want you to be happy in your home and welcome any suggestions. Please feel free to contact us with any questions or concerns regarding your home.

We really appreciate having you as one of our tenants and hope that you will enjoy your new home.

-

I want to re-point out number 22 of the main lease from page 8:

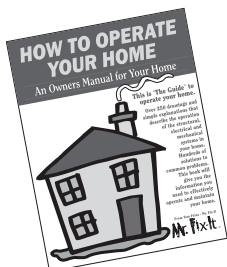
22. ENDING OR RENEWING THE LEASE AGREEMENT:

At the end of the Lease term, if the Landlord or the Tenant does not give any written notice to the other party to end this Lease, it will automatically continue on a month to month basis. To terminate this Lease at the end of the Lease term or any renewal thereof, the Landlord or the Tenant must give to the other party at least one month plus one day prior written notice before the last day of the Lease term or any renewal thereof (email is fine if confirmed by telephone call).

On last day of your tenancy (whether you ended it or I ended it) you MUST be out by 2pm.

- è By signing this lease and also initializing this page means you agree to be out by 2pm on the last day of your rental which is usually the last calendar day of the month. If you fail to be out by 2pm, you will agree to pay \$150 late move out fee to landlord in cash/check/money order immediately. If you fail to move out the last day of the rental period and stay into the next month you are responsible for the entire months rent and also you agree to forfeit your entire damage deposit for breach of the lease and because I have now lost my new tenant since they expected to move in after 1pm on the last day of the month.

All adult tenants INITIAL agreement here _____



HOW TO OPERATE YOUR HOME **Mr. Fix-It** Home Tips

IN CASE OF EMERGENCY:

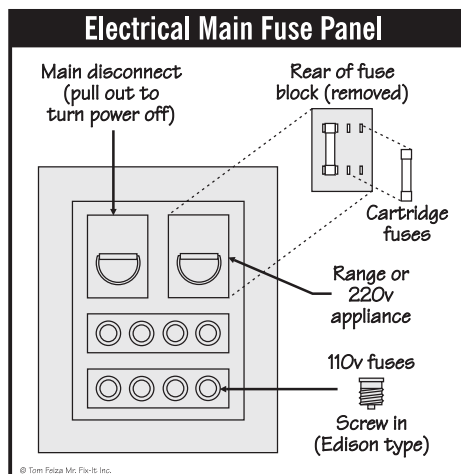
Things everyone in the household should know

It's a great idea for every homeowner to set up an emergency plan and create a list of things everybody in the household should know. Your safety plan could involve maintaining a list of emergency shut-offs, information sources, and basic tools. You may need to find an expert to help locate, repair or maintain some of these valves and switches. Locating and tagging them would be a helpful exercise for any homeowner. I suggest you put a tag on each item and take a tour with all family members explaining what these items do and how to operate the controls. In addition, develop a list of emergency numbers and an escape plan. Here is a checklist to help get you started:

▪Main electrical disconnect.

This will be located at the main fuse box or breaker panel. Usually there is one main switch or fuse block, but on older systems there can be multiple disconnects. (See Drawing E002, E003)

▪**Water main valve.** This valve turns off all the water to your home. If the valve looks old, worn or rusty, have a plumber check it for proper operation. If you use a municipal water supply, the valve will be located in the basement on the "street side" of your home near the water meter. If your house has its own

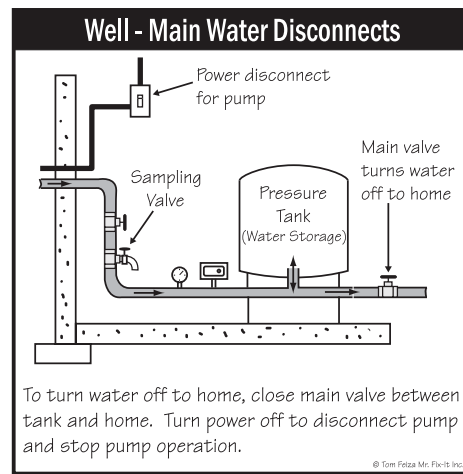


E003

well, the valve will be near the pressure tank. In this case, to disable the system, you must turn off the valve and the electrical switch for the well pump. (See Drawings P005, P056)

▪**Hot water shut-off.** This valve is located on the cold-water inlet at the top of the water heater. It turns off the hot water supply to your home by closing the cold supply to the water heater. (See Drawing W012)

▪**Natural gas main.** This will be located near the meter, either outside or inside your home. Many of these valves

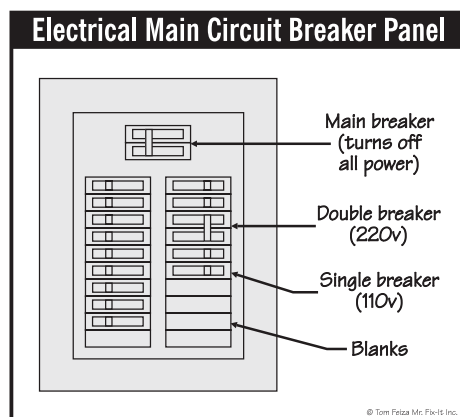


P056

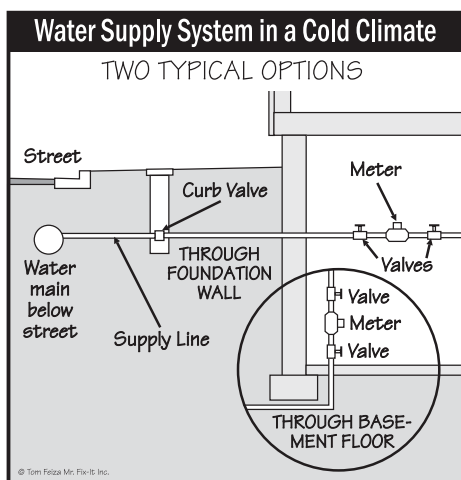
require a wrench to operate; a quarter-turn moves the valve from on to off. When the handle is parallel to the pipe, the valve is open. (See Drawing P002)

▪**Local gas valves.** These should be located at each gas appliance; they, too, close with a quarter-turn. (See Drawing P001)

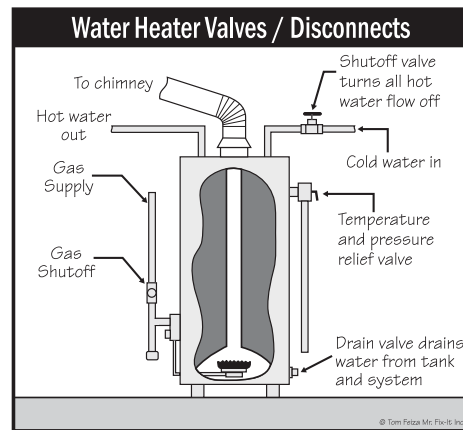
▪**Furnace and air conditioning main switch.** This is usually mounted on the furnace. In a modern system, it will look like a light switch. It turns off the central heating and cooling system. (See Drawing H008)



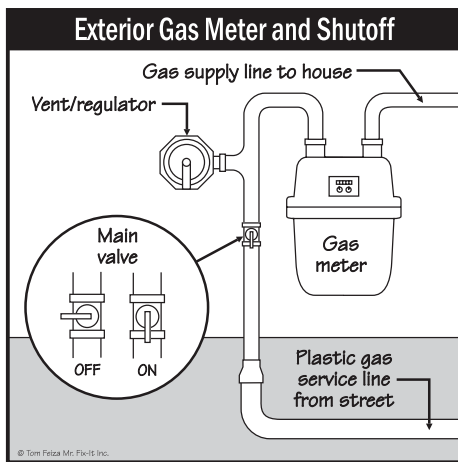
E002



P005



W012



P002

■Air conditioning disconnect.

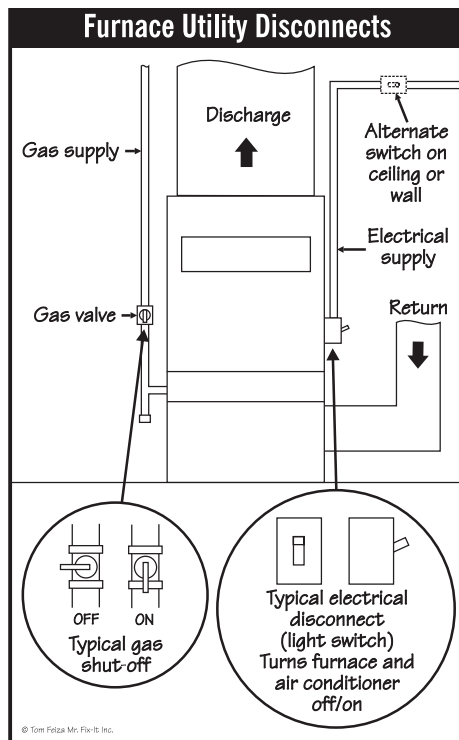
This 240 Volt switch will be located next to the exterior part of the air conditioning system. (see Drawing A004)

■Emergency phone numbers.

Keep a list of how to reach the fire department, ambulance/rescue, police, Mom, Dad, relatives, workplace(s), and others appropriate to your household.

■Fire extinguishers. Place fire extinguishers in your kitchen, garage and basement. Make sure everyone knows how to use them.

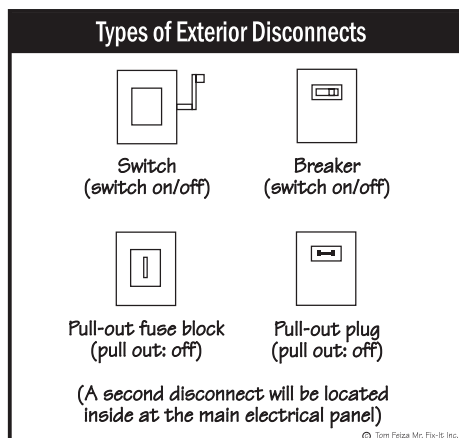
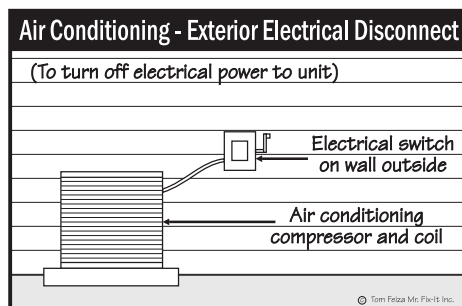
■Emergency release for garage door. The automatic garage door opener has an emergency release so you can open the door when there is a power failure. Show everyone how it operates. Do this with the door down, because a poorly balanced door may crash to the ground. The release is located where the door attaches to the opener track. Pull the handle to release it—remember,



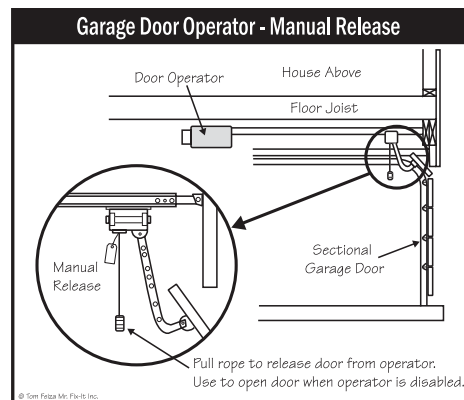
H003

do this with the door down—and then lift the door. (See Drawing M015)

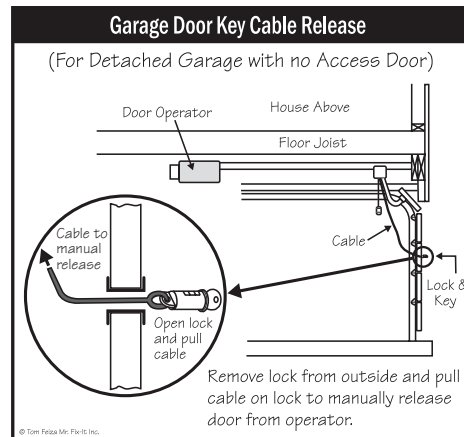
■Emergency release for garage door—with a key (when there is no service door to the garage). In this situation, to release the garage door opener when the power is out, you



A004



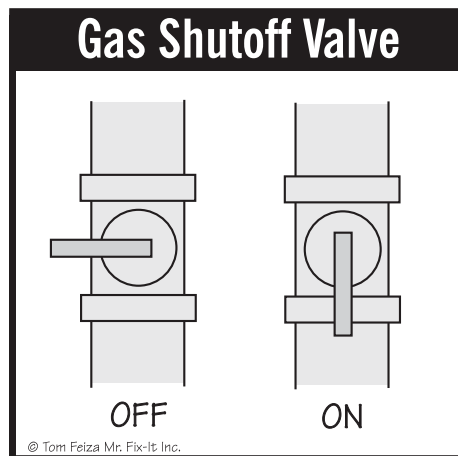
M015



M018

must open a special lock and remove a cable. You'll find a circular lock near the top center of the garage door. Open this lock and pull the attached cable out through the opening. Doing this will release the opener from the garage door so you can open the door manually. Always remember that the door should be down before you test the release. (See Drawing M018)

Written by Tom Feiza – Mr. Fix-It. See Tom's book How To Operate Your Home (ISBN 0-9674759-3-7), for great information on "operating" a home. The book is available at www.amazon.com or through Tom at: www.howtooperateyourhome.com or www.htoyh.com, 262-786-7878.



P001



Working Together for Home Fire Safety

A Factsheet on Home Fire Prevention

More than 4,000 Americans die each year in fires and 20,000 are injured. An overwhelming number of fires occur in the home. There are time-tested ways to prevent and survive a fire. It's not a question of luck. It's a matter of planning ahead.

EVERY HOME SHOULD HAVE AT LEAST ONE WORKING SMOKE ALARM

Buy a smoke alarm at any hardware or discount store. It's inexpensive protection for you and your family. Install a smoke alarm on every level of your home. A working smoke alarm can double your chances of survival. Test it monthly, keep it free of dust and replace the battery at least once a year. Smoke alarms themselves should be replaced after ten years of service, or as recommended by the manufacturer.

PREVENT ELECTRICAL FIRES

Never overload circuits or extension cords. Do not place cords and wires under rugs, over nails or in high traffic areas. Immediately shut off and unplug appliances that sputter, spark or emit an unusual smell. Have them professionally repaired or replaced.

USE APPLIANCES WISELY

When using appliances follow the manufacturer's safety precautions. Overheating, unusual smells, shorts and sparks are all warning signs that appliances need to be shut off, then replaced or repaired. Unplug appliances when not in use. Use safety caps to cover all unused outlets, especially if there are small children in the home.



ALTERNATE HEATERS

- Portable heaters need their space. Keep anything combustible at least three feet away.
- Keep fire in the fireplace. Use fire screens and have your chimney cleaned annually. The creosote buildup can ignite a chimney fire that could easily spread.
- Kerosene heaters should be used only where approved by authorities. Never use gasoline or camp-stove fuel. Refuel outside and only after the heater has cooled.

AFFORDABLE HOME FIRE SAFETY SPRINKLERS

When home fire sprinklers are used with working smoke alarms, your chances of surviving a fire are greatly increased. Sprinklers are affordable--they can increase property value and lower insurance rates.

PLAN YOUR ESCAPE

Practice an escape plan from every room in the house. Caution everyone to stay low to the floor when escaping from fire and never to open doors that are hot. Select a location where everyone can meet after escaping the house. Get out then call for help.

CARING FOR CHILDREN

Children under five are naturally curious about fire. Many play with matches and lighters. Tragically, children set over 20,000 house fires every year. Take the mystery out of fire play by teaching your children that fire is a tool, not a toy.

CARING FOR OLDER PEOPLE

Every year over 1,200 senior citizens die in fires. Many of these fire deaths could have been prevented. Seniors are especially vulnerable because many live alone and can't respond quickly.

For more information contact:

The U. S. Fire Administration
16825 South Seton Avenue
Emmitsburg, MD 21727

or

Visit the USFA Web site:
www.usfa.fema.gov



**Homeland
Security**



SAVE ENERGY IN YOUR HOME

A Factsheet on Saving Energy

Planning ahead can save you money and alleviate frustration with high utility bills. Here are some tips to help protect your hard earned dollars:

- Remove window air conditioners for the winter and close the window. If the air conditioner cannot be removed, weatherize it with a properly fitting air conditioning cover.
- Keep all vents (air conditioning, heating and/or exhaust) free from debris and remove any item that blocks the flow of air.
- Replace screens with storm (glass) windows in winter months. If you do not have storm windows, use clear plastic, tightly sealed on the inside of the windows.
- Replace or clean air/heat filters monthly. Dirty filters block air flow.
- Do not block vents with furniture.
- Save 10% on energy costs when you install weather stripping or caulk leaky doors and windows, and install gaskets behind outlet covers.
- Set your thermostat at one temperature (around 77°) and leave it alone when running the air conditioning. It takes more energy to heat or cool an area than it does to maintain a constant temperature.
- In winter, set your thermostat at about 68°. For every degree you lower your heat, you save up to 5% in heating costs. At night, turn the heat down to 55°, but never turn your thermostat below 50° when the home is unoccupied. Heat pumps should only be set back two degrees to prevent unneeded use of backup strip heating.
- Wear warm clothing in winter.
- Open window coverings in the daytime to let the sun heat your home and close them at sundown to insulate.
- Lock your windows so they will seal better.
- Keep doors and windows closed to keep the central air/heat inside.
- Rearrange your furniture so you are sitting by interior walls. The temperature is more constant on interior walls.
- Close doors to other parts of the house and turn down the thermostat when using the fireplace.
- Remember that fireplaces lose up to 8% of your energy. Keep the damper closed when not in use.
- Turn lights off and shut the doors in unoccupied rooms.
- Use as much natural light as possible.
- Replace incandescent light bulbs with compact fluorescent bulbs. They use 75% less energy.
- Turn kitchen and bathroom ventilating fans off after cooking.
- Turn off your computer and monitor when not in use.
- Vacuum the coils of your refrigerator several times a year and leave enough room behind and on the sides of the unit for air to circulate.
- A second refrigerator can add as much as 10 to 15% to your energy bill.
- Only use your oven's self-cleaning feature when your oven is already hot.
- Over 2/3 of your water heating costs are from showers. Cutting your shower time in half will reduce your costs by up to 33%.
- Lower the temperature of your hot water heater to a comfortable yet economical level. Use the "normal" setting, or 120°, (unless the owner's manual for your dishwasher requires a higher setting), and save up to 11% of the cost of heating your water.
- Drain a bucketful of water from the water heater several times a year to protect against mineral buildup.
- Insulate the first five feet of pipe coming out of the top of your water heater. Pipe insulation is available from your hardware store.
- Only run full loads of dishes or clothes in your appliances.
- Use cold water to wash, and reduce the washer's energy use by 75%.
- Use only cold water in the garbage disposal.
- Keep the lint trap in the dryer clean and use the moisture sensing automatic drying setting on your dryer.