# Residential Rental Agreement

**OFFER DATE:**

**Landlord, Resident, and Address:** This Agreement (hereinafter "Lease") is between ***Omyra INC DBA Omyra Property Management*** (hereafter "Management") and

_____

(hereinafter "Resident"). Management leases to Resident and Resident leases from Management the property known as _____(_____ County), (hereinafter "Premises") under the following conditions:

**1. Occupants:** All adults intending to occupy Premises are listed above and agree to sign this Lease. Minors (under age 18) intending to occupy must be listed on this Lease and are: _____. Resident warrants the above mentioned persons shall be the only occupants of the Premises except for short-term visitors.

**2. Original Term:**
**(a)** This Lease shall begin on _____ (Rent starts on this date regardless of day of possession) and shall end on (and include) the following date: _____ (hereinafter referred to as the "Anniversary Date"). If Resident takes possession prior to the start date listed herein, the terms of this Lease shall apply from day of possession. If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning of original term, then Resident may void this Agreement and have full refund of any deposit. Management shall not be liable for damages caused by a delay except as noted in this paragraph. If Resident does not take possession within seven (7) days of the agreed upon beginning date, they shall forfeit all deposits and be responsible for rent, utilities and lawn care until the day the Property is occupied by a new resident.
**(b) Automatic Renewable Term Of Lease:** At the Anniversary Date, and subsequent Anniversary Dates, this Lease shall automatically renew for twelve (12) months, unless either party provides the other written notice at least sixty (60) days prior to an Anniversary Date of their desire not to renew.
**(c) Sixty (60) days prior to the end of the 5th** year of occupancy (_____), Resident must execute a new lease to remain in the Property. Should Resident fail to execute a new lease, this Lease reverts to a Tenancy at Will under Georgia Law in the 61st month of occupancy, and the rent amount shall automatically increase to 125% of the then Current Rent. Should Resident (or Management) thereafter desire to terminate this Lease, parties must give each other at least sixty (60) days written notice by certified or registered mail.
**(d) Right to Terminate:** Either party may terminate this Lease without penalty, on an Anniversary Date, with written notice given at least sixty (60) days prior to the Anniversary Date.
**(e) Notice: Verbal notice is insufficient under any circumstance**. Written notice must be made by certified or registered mail, return receipt requested, and at least sixty (60) days prior to an Anniversary Date. Once 60-day written notice is provided, termination of a tenancy shall occur on the last day of the month. An email properly received and acknowledged by Management shall constitute proper written notice.

**3. Rent:**
**(a) Amount:** Rent of $_____ (hereafter the "Current Rent") is payable monthly in advance and is due the second of each month prior to 10:00 AM or it is considered "late." Rent start date has been established in stipulation 2(a) by agreement between the parties and may be different than the move-in date.
**(b) Rent Due at Signing:** Within one (1) business day of signing Lease, Resident agrees to pay $_____ as non-refundable rent by cashier's check or money order to "OMYRA INC".
**(c) Prorated Rent:** (this clause shall not be a part of this Lease if Original Term begins on the first of the month.) Rent due for the calendar month following lease start date will be the pro-rated amount of $_____.
**(d) Late Charge:** If rent is not in Management's office or submitted through online resident portal by 10:00 AM on the second of the month, Resident agrees to pay a late fee of *10%* of the Current Rent amount. Payments sent via the US mail are done so at the sender's own risk. Rents will be considered unpaid until actually received by Management.

**(e) Rent Payments:** Rent payments are accepted through our online resident portal. You are welcome to use checks or money orders to pay the rent; however, there is a processing fee of $25 per check or money order. If rent is late, or your bank, for any reason, refuses any payment, said payment and fees must be made by certified funds. If any payment is returned, Resident agrees to pay a $*55* fee (plus the late charge) as described above. Management may, upon fourteen (14) day written notice, require certified funds for any reason.
**(f) Allocation of Payments:** All funds received from Resident shall first be applied to outstanding late fees, NSF fees, administrative fees, warrant fees, utility charge backs, maintenance charge backs and any other fees due Management under this Lease, then rent.
**(g) Prohibition against Withholding Rent for Repairs**: The Resident is prohibited from making any repairs/renovations to the home without the express written consent of Management. In the event the Resident chooses to make any repairs/maintenance to the Property, with or without the consent of Management, Resident shall not under any circumstance deduct the sums of those repairs from any rents or fees due to Management.
**(h) Rent Escalation Clause for Renewable Terms/ Rents due for subsequent Automatically Renewable Terms: The rent shall increase on each Anniversary Date in the amount of five percent (5%)** of the then Current Rent (rounded down to the nearest $5.00) or any other amount as agreed to by all parties in writing and fully executed at least sixty (60) days prior to any Anniversary Date, and the new rent amount shall be known as the Current Rent.
**(i) Month to Month Extension:** Should Management grant a month-to-month extension of the lease, Resident agrees to pay an admin fee of $75 per month.

**4. Security Deposit Waiver Program**:
☐ Resident does hereby agree to the Security Deposit Waiver Program, in which Resident shall not be required to pay a refundable security deposit. Resident agrees to pay a monthly Security Deposit Waiver Administrative Fee of $_____ due on the same date as the rent each month, with the full understanding and agreement that these fees are not refundable at any time or under any circumstances.

☐ Resident does not agree to the Security Deposit Waiver Program and will instead pay a refundable security deposit per Section 5.

**5. Security Deposit and Administrative Fee:**
**(a)** Resident agrees to pay Management $175 as a non-refundable Administrative fee, plus $_____ as a Security Deposit for fulfillment of Resident's obligations under the terms of this Lease. Security Deposit and Administrative Fee must be paid in certified funds at time of move-in inspection. The Security Deposit only will be returned without interest within one (1) month after the termination of this Lease, or the surrender and acceptance of the Premises, unless retained by Management for such causes as provided in this Agreement.
**(b)** Resident acknowledges and agrees that said Security Deposit may be placed in an interest bearing account and that Management will retain the interest earned on said deposit. The Security Deposit shall be deposited and held in an Escrow Account with *Enterprise Bank and Trust* which may change from time to time with 60-days written notice to Resident.
**(c)** Management may use, apply or retain all or part of the Security Deposit to the extent required for the payment of any sum which Resident owes to Management herein, or for any sum which Management (or the owner) may expend for actual damages (normal wear and tear excepted) arising out of or related to Resident's abandonment of the Premises or default in respect to any of the terms or provisions of the Lease, (provided that Management attempts to mitigate said actual damages), and including, but not limited to any repair, replacement, cleaning or painting of the Premises rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by Resident or the invitees, guests, or members of Resident's household beyond ordinary wear and tear, or to pay (or apply against) any other amounts owed by Residents to Management as permitted by law. If any deductions from the deposit are necessary for repairs or an unpaid balance, Resident shall pay Management a $100 Security Deposit Coordination Fee. This fee shall not be charged if Property is not damaged and no balance remains on Resident's account at time of move-out.
**(d)** The application of the Security Deposit shall at all times be at the sole discretion of Management in accordance with this Lease and Georgia Law. The appropriation of all or part of this Security Deposit shall not be an exclusive remedy for Management, but shall be cumulative and in addition to all other remedies of Management at law or under this Lease. **(e)** Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Management may, upon notice to all parties having interest in the security deposit, interplead the funds into a court of competent jurisdiction. Resident agrees to indemnify and hold Management harmless from and against all claims, suits and damages arising out of or related to the actions by Management of its duties hereunder. This Security Deposit may not be applied by Resident to rent under

any circumstances.

**6. Backup Payment Method:**
**(a)** Resident agrees to maintain a valid credit or debit card on file with Management at all times during the lease term and beyond, until the later of: **(1)** the end of the Resident's occupancy of the Premises; **(2)** the expiration or lawful termination of this Agreement as permitted herein; **(3)** the date that all sums due under this Agreement, including rent, fees, damages, and other charges, are paid in full. Resident hereby authorizes Management to charge the card on file for any amounts owed under this Agreement, including but not limited to rent, late fees, utility charges, damages, administrative fees, and all other lawful charges. Resident may not revoke or dispute this authorization for any such charge.
**(b)** Opt-Out. If Tenant wishes to opt-out of this requirement, they may do so prior to the execution of Lease by paying a non-refundable Backup Payment Opt-Out Admin Fee of $35.00 per month, which shall be charged monthly in addition to rent on the same date that the rent is due. This fee offsets administrative costs and increased risk but does not provide any protection or waiver of liability for amounts owed under this Agreement.
**(c)**Chargebacks/Disputes. In the event that Tenant initiates a chargeback, dispute, or revocation of any authorized payment made under this Agreement, Landlord reserves the right to: **(1)** issue a cure notice and initiate eviction proceedings if not cured by the deadline; **(2)** pursue civil litigation to recover the unpaid balance and any associated collection costs, including attorneys' fees; and **(3)** refer the matter to appropriate law enforcement authorities for investigation of fraud or theft of services, where applicable.

**7. Damage Inspection:** Resident acknowledges receipt of a comprehensive listing of any existing damages to the Premises, which receipt was prior to the tender of the Security Deposit. Resident must sign said list, or sign a written dissent listing damages he claims exists in Premises prior to occupancy. RESIDENTS ARE ENCOURAGED TO REPORT EVERYTHING ON OR ABOUT THE PROPERTY OR ADJACENT STRUCTURE REQUIRING REPAIR NO MATTER HOW SLIGHT AT THE TIME OF MOVE-IN. This will establish the initial condition according to the Resident. Management will not repair any cosmetic or nonfunctional items such as carpet blemishes, chipped sinks, etc., nor do any painting inside or out or do any other repairs unless specifically agreed to by Management in writing prior to move-in. The purpose of this inspection is to document the condition of the Premises before Resident takes possession, and shall not be viewed by either party as a list of things promised to be repaired/replaced by Management. All Resident-requested repairs must be in writing. Resident assuming possession of the Premises shall be conclusive evidence that the Premises is accepted “as is” by Resident and is in safe and habitable condition.

**8. Damage Inspection after Termination:** Within three (3) Business days after the date of termination of occupancy, Management will inspect the Premises and compile a comprehensive list of any damages done to the Premises during Resident’s occupancy which list shall be signed by Management. Resident agrees to keep all utilities on, including electric, gas and water, from date of occupancy through the date of the move-out inspection. If any utility is off at the time of the move-out inspection Resident agrees to pay Management a $500 utility restoration fee as well as all costs incurred by Management to restore/reconnect the utilities. Resident shall have the right to inspect Premises within five (5) business days after the termination of Resident’s occupancy to ascertain the accuracy of the list. Management and Resident shall sign the list and this shall be conclusive evidence of the accuracy of the list. If the Resident refuses to sign the list, he shall have five (5) business days from the date of termination of occupancy to state specifically in writing items on the list to which he dissents and to deliver such list of dissention to Management. If Resident fails to provide such a list of dissention or fails to provide such a list in a timely fashion pursuant to the time frames contained in this paragraph, the list as compiled by the Management shall be deemed accurate, true and correct and comprehensive by the Resident. If the Resident terminates occupancy without notifying Management, Management may make said move-out inspection within a reasonable time after discovering the termination of occupancy. In the event Management elects to retain any part of the Security Deposit, Management shall provide Resident with a written statement setting forth the reasons for the retention of any portion of the Security Deposit within thirty **(**30**)** days of the Move-Out Inspection, and shall include with such statement any portion to be refunded.

**9. Inspection Authority:** All Residents are invited to appear for the move-in inspection. If less than all the Residents appear at inspection, all Residents herewith represent to Management that any Resident(s) who appear(s) at inspections is/are authorized to act for, and on behalf of, all Residents in conducting the move-in inspection. By the signature(s) below, Resident(s) acknowledge that he/she is authorized to conduct the inspection and review the report, and that he/she is expressly authorized to bind any and all other Residents who are entitled to occupy the subject Premises pursuant to this

Lease for purposes of the inspection.

**10. Right of Access, Showing, Locks, and Property Visits:**
**(a) Right of Access:** Management's policy is to respect Resident's right of privacy, and right of quiet enjoyment of the Premises, and will attempt to contact Resident prior to visiting the Premises. Management shall have the right of access of Premises for inspection and maintenance between 9 a.m. and 6 p.m. daily, except in case of emergency, as defined at the sole discretion of Management. Management may enter at any time to protect life or prevent damage to the Premises.
**(b) Showing:** During the last forty five (45) days of Resident's occupancy**,** Management's staff, its agents, or any licensed real estate agent, shall have the right to place yard signs on the Premises and shall have the unrestricted right of entry to Premises, via a lockbox and key, between the hours of 9 a.m. and 6 p.m. daily for the purpose of showing the Premises. Resident agrees to use prudent judgment in securing valuables at all times, but especially during the times the Premises may be for sale or lease, and agrees to hold Management harmless for any loss thereof. Should Resident attempt to limit or restrict said entry during these stated times, Resident shall be in default of this Lease and Management may retain Security Deposit as liquidated damages as the parties agree that it would be impossible to accurately estimate actual damages resulting from such default and that the Security Deposit is reasonable compensation.
**(c) Locks and Alarm System**: Security systems or additional locks are encouraged and may be installed on the Premises upon notice to, and written permission from, Management. Upon receipt of written permission, which shall not be unreasonably withheld, Resident agrees to use the locksmith that Management recommends. Resident shall provide Management with duplicate keys (security codes) that open any and all locks (security systems) installed on the Premises, and all such items shall become fixtures of the Premises. Installation of additional locks (security systems) and duplicate keys will be at the Resident's expense. Should Resident change the locks (security system) and refuse to provide Management with duplicate keys (system codes) when asked, this will constitute Resident's default of this Lease. Resident will forfeit their Security Deposit and will be responsible for any and all damages proximately caused by refusal to provide access as agreed. Should Resident change locks, or refuse to provide Management with a key or security system code(s) when asked, Management may have the Premises re-keyed (security system re-coded) during Resident's stay, at the Resident's expense, and Management will supply Resident with a new key.
**(d) Property Visits:** Management intends to visit the Premises on a regular basis to stay informed as to its condition. Resident agrees to cooperate with this program and agrees to schedule inspections during regular business hours. If Resident insists on after hours visits (evenings, weekends or holidays) or visits on a specific day/time, Resident agrees to pay Management $150 per event. Resident may be present for said inspections but is not required to be.
**(e) End of Lease Inspection:** Approximately three (3) months prior to the termination date of this Agreement, Management shall perform a detailed interior inspection to determine the condition of Property. The outcome of this inspection will be used to determine whether Resident is eligible for lease renewal. Therefore, Resident is required to promptly cooperate with the scheduling of this inspection so that it can be completed prior to the sixty (60) day deadline for notice of non-renewal.

**11. Subletting:** No subletting or assignment of this Lease is permitted. Assignment of any portion of this Lease or subletting any portion of Premises without obtaining written permission from Management shall be deemed a default of this Lease and may result in termination.

**12. Surrender of Premises:**
**(a) Delivery:** Resident shall deliver possession of Premises to Management in good order and repair upon termination or expiration of this Lease, leaving said Premises in a clean and sanitary condition. Said condition includes, but is not limited to, cleaning of all appliances and removal of all trash, garbage, and rubbish from the Premises and yard. Should Resident fail to remove said items, Resident agrees to pay the cost of removing same plus a $75 administrative fee. Whenever Management is entitled to possession of the Premises under the terms of this Lease, Resident shall at once surrender Premises to Management**.**
**(b) Holdover:** Should Resident agree to be out of the Premises on a certain day and fail to do so, or leave substantial personal property inside the Premises preventing Management from taking back possession, Resident agrees to pay Holdover Rent daily until Management is able to retake possession. Holdover Rent is calculated by dividing Current Rent by 10.
**(c) Abandonment:** Should Management discover, at any time during the term of this lease, that any utility service is off in the Property and, upon visiting the Property it is discovered that the Resident has substantially or fully vacated or abandoned the property, and after reasonable steps to contact the Resident to provide notice of intent of Management to

reclaim the property, Management may declare the Resident has abandoned/vacated the Property. Resident hereby grants permission to Management to retake possession, removing the Residents remaining personal property so as to protect the Property from deterioration, with the understanding that Resident will be unable to recover said property at a later date. Resident agrees not to file any action against Management (wrongful dispossessory or unlawful eviction) for said action.
**(d) Returning Keys, Remotes, Access Devices:** Resident is responsible for returning all access devices, remotes, and keys to Property, mailboxes, amenities, and power garage door openers to Management. Should Resident fail to return same, Resident agrees to pay the cost of replacement plus a $45 administrative fee per item not returned.
**(e) Leaving Personal Property:** Should Resident leave personal property on or in Premises, after vacating/abandoning the Premises, Management is hereby authorized by Resident, and at Resident's expense, to remove/discard said personal property and shall hold Management harmless for the loss or destruction of same.

**13. Use:** Premises shall be used for residential purposes only and shall be occupied only by persons named in this Lease. Premises shall be used so as to comply with all state, county, municipal laws and local ordinances. Resident shall not use Premises, or permit same to be used, for any unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their property. Any unauthorized use of the Premises shall be deemed an event of default of this Lease.

**14. Resident's Property and Renter's Insurance:** Management shall not be liable for damages to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's sole gross negligence. Resident is encouraged to obtain renters insurance to protect themselves while occupying said Premises.

**15. Indemnification:** Resident releases Management from liability for, and agrees to indemnify Management against, all losses incurred by Resident as a result of: **(a)** Resident's failure to fulfill any condition of this Lease**; (b)** Any damage or injury happening in or about the Premises to Resident, Resident's invitees or licensees of such person's property; **(c)** Any judgment, lien, or other encumbrance filed against Premises as a result of Resident's action unless it results from the sole gross negligence of Management.

**16. No Waiver:** Any failure of Management to seek redress of a violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Lease, shall not operate as waiver of any such violation or of Management's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by Management for any such violation. Acceptance by Management of any late payment of rent, or additional rent, shall not constitute a waiver of any rights of Management, including without limitation, the right to terminate this Lease as herein provided. The receipt of any rent, or additional rent, by Management with the knowledge of such default shall not operate as a waiver of such default. No provision, covenant, or condition of this Lease may be waived by Management unless such waiver is in writing and signed by Management.

**17. Time is of the Essence and Service:** Time is of the essence of this Lease. All references to any notice required to be given, or due dates for rental payments, shall be strictly construed and any binding notice required herein shall be in writing and hand-delivered or mailed registered or certified mail in accordance with the provisions herein, unless stated otherwise herein. Resident hereby appoints the person in charge of or occupying Premises at the time, as his/her agent to receive the service of any dispossessory or distress proceedings and notices hereunder, and all notices required under this Lease, and if no person is in charge of or occupying the same, such service or notice may be made by attaching the same on the front entrance of Premises. For purposes of compliance with the provisions of O.C.G.A. 44-7-3, Management hereby states that ***Omyra Inc DBA Omyra Property Management***, whose address is ***1986 Montreal Rd, Tucker, GA 30084***, is authorized to manage the Premises and to act for and on behalf of Management for purposes of serving of process and receiving and receipting for demands and notices. Remedies Cumulative: All rights and remedies available to Management by law, including but not limited to those described herein, shall be cumulative and concurrent.

**18. Mortgagee's Rights:** Resident's rights under this Lease shall at all times be automatically junior and subject to any Deed To Secure Debt, or Trust, which is now, or shall hereafter, be placed on Premises. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination described in this paragraph. Should Property go into foreclosure**,** Resident shall hold Management harmless from any damages or losses which might incur to Resident from said foreclosure.

**19. Default: (a)** If Resident fails to pay rent or any other sum when due, or otherwise fails to abide by and perform any of

the obligations, terms, conditions, or provisions of this Lease, including but not limited to, failure to reimburse Management for any damages, repairs, or costs when due, abandonment of the Premises, or violation of any Rules and Regulations set forth herein, or the community association rules, each and any such breach shall constitute a default under this Lease. **(b)** If such default continues for three (3) calendar days after written notice of default, Management may, at its option, terminate this Lease by written notice to Resident. **(c)** Management, as Resident's agent, may enter upon and take possession of the Premises and re-lease the Premises at the best rental price obtainable by reasonable effort, and for any term, and for any rent, upon such terms as Management deems proper. Resident shall be liable to Management for the deficiency, if any, between Residents rent hereunder and the rental price so obtained by Management by reoccupying. **(d)** Any action hereunder by Management shall not prejudice any rights of action against Resident as provided in this Lease or by law, and Management shall not be guilty of trespass or forcible entry as a result of such entry and repossession of the Premises by Management. **(e)** Should Management file a dispossessory action with the county to enforce payment of rent, outstanding charges or other actions of the Resident, Resident agrees to pay $750 to cover the hard costs of that filing and administrative costs.

**20. Early Termination:**
**(a)** Provided Resident is not in default hereunder at the time of giving notice, has strictly complied with all of the provisions of this Agreement, is current with all fees due Management, Resident may terminate this Lease before the expiration date by: **(1)** giving Management at least sixty (60) days written notice sent by certified or registered mail, return receipt requested (An email properly received and acknowledged by Management shall constitute proper written notice); plus, **(2)** paying all monies due (rent and costs) through date of termination; plus, **(3)** paying an amount equal to 2 months rent; plus, **(4)** return the Premises in clean and ready to rent condition; plus, **(5)** paying a $500 fee to Management as the parties agree the precise amount of advertising costs, length of vacancy and other factors are impossible to ascertain at the outset and that the sum set forth in this paragraph is reasonable compensation for breach by the Resident under this paragraph. The foregoing shall not relieve Resident of his/her responsibilities and obligations regarding any damages to Premises. No prorating will be given for percentage of lease term completed by Resident.
**(b) If Resident vacates the Premises before the Anniversary Date, and fails to follow the Early Termination clause precisely as stated above,** this shall be called an abandonment, Resident will be in default of their Lease and damages will include all expenses incurred by the owner, and/or Management, to get the Premises reoccupied, (or to the next Anniversary Date of the lease) including, but not limited to, lost rent to day of reoccupation, utilities and lawn care during vacancy, Procurement Fee and advertising charged the owner to re-rent the Premises, plus property/physical damages from the move-out inspection. Resident will be responsible for the exact costs incurred as a result of Resident abandoning the Premises. Said expenses will be due even if the owner elects to sell the Premises instead of re-renting it.
**(c) Exception for Members of the United States Military Service:** The terms of this section regarding early termination may not apply, and the provisions of the Service Members' Civil Relief Act of 2003, as amended, may control if Resident provides Management with a copy of Resident's official orders proving that Resident has been called to active duty with the United States Armed Services during the term of this Lease; or, Resident is on active duty with the United States military and Resident or an immediate family member of Resident occupying Premises has received, during the term of this Lease, permanent change of station orders or temporary duty orders for a period not less than ninety (90) days.

**21. Rules and Regulations:**
**(a) Smoking:** No smoking of any substance is allowed on the Premises. If smoking does occur on the Premises: **(1)** Resident is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; **(2)** Resident is in default of Lease; **(3)** Resident acknowledges that in order to remove odor caused by smoking, Management may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit; and **(4)** Resident agrees to pay Management a $150 administrative fee.
**(b) Non-operative vehicles:** Motor vehicles with expired or missing license plates, non-operative vehicles are not permitted on Premises. Management may remove any such non-operative vehicle, or any vehicle parked on grass, at the expense of Resident, for storage or public (or private) sale at Management's option, and Resident owning same shall have no right of recourse against Management thereafter.
**(c) Storage:** Resident agrees not to store any materials on the Premises, of any kind or description that are combustible, flammable, hazardous, or would increase the risk of a fire and any violation of this paragraph may serve as a basis for declaring the Resident in default. Any storage of said materials shall be at the Resident's risk and Resident shall indemnify Management, and the owner of the Premises, for any damages resulting from, and any loss caused by, said materials.

**(d) Housekeeping:** The Resident agrees to maintain the Premises in as good a state as he/she finds it, reasonable wear and tear accepted. Good housekeeping is expected of everyone. Resident agrees to keep his/her quarters in a clean and sanitary condition and to keep the yard clean, mowed, and free of rubbish and to comply with any neighborhood covenants, rules or regulations that govern the condition of the Premises.
**(e) Wall Damage:** No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed on walls, woodwork, or any part of Premises. All holes must be professionally patched and painted prior to move-out, and failure to do so shall result in Resident being charged on the Move-Out Statement for the estimated cost of repairing same.
**(f) Waterbeds:** No waterbeds are allowed in Premises without written consent of Management.
**(g) Space Heaters and Window Air Conditioning Units:** No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Management. This includes units already present and/or installed in Premises.
**(h) Window Treatments:** No window treatments currently existing on any windows shall be removed or replaced by Resident without the prior written consent of Management.
**(i) Extreme Sports:** Resident or Resident's invitees shall not skateboard, skate, rollerblade, or bicycle on Premises without wearing proper safety equipment.
**(j) Communications Systems:** Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, Internet, or data wiring and/or systems are the sole responsibility of Resident, but must be approved, in advance, by Management. Management does not warrant and shall not be responsible for any portion of any telephone, cable TV, satellite, Internet, or data wiring and/or systems serving Premises.

**22. Utilities:** Resident acknowledges that all utilities and/or services are to be paid for by Resident, with the exception of _____.
Resident must connect or transfer utilities not provided by Landlord into the name of Resident prior to the commencement date of Lease. If Resident fails to transfer utilities into their name by the move in date and Management has to allocate utility charges between owner and Resident, Resident agrees to reimburse Management for unpaid utilities bills plus a $*45* per month per utility admin fee until utilities are on in Resident's name.

**23. Attorney and Collection Costs:**
**(a) If Management defaults on this Lease,** Management agrees to pay all costs of collection of said sums.
**(b) If Resident defaults on this Lease,** Resident agrees to pay all costs of collection of said sums in addition to unpaid charges (including charges allowed under this Lease and damages to the Premises) to Management within ten (10) days of the time Resident is notified of the default. If Resident fails to pay the unpaid charges demanded within thirty (30) days of vacating the Premises, Resident agrees to pay (in addition to the sums owed/demanded) an amount equal to the greater of $500 or 40% of the balance already owed as an additional administrative fee. Resident also agrees to pay any and all costs, including mediation and arbitration fees, filing costs, attorney's fees and costs, and any fees and costs awarded by a Court, if such sums are collected through a legal proceeding.

**24. Resident Improvements:**
**(a)** Resident may not paint, wallpaper, or otherwise change the cosmetics of the Premises unless Management approves of Resident's selection of materials and quality of workmanship, in writing, in advance of said work. In any event, Resident agrees to return Premises to its original condition if requested by Management.
**(b)** Resident may not remodel and make structural changes without Management's written permission and approval of materials and quality of workmanship. Resident has no authority to incur any debt, or make any change against the Premises or Management, or to create any lien upon said Premises for work done or material furnished, or to act as agent for Management at any time for any purpose.
**(c)** Resident warrants that any repairs, refurbishments or work performed on the Premises by Resident or performed by anyone hired, retained or appointed by Resident, will be done in a good and workmanlike manner and will be undertaken only by licensed, insured and qualified professionals under the direct supervision of the Resident, who will be fully accountable for all payments for said improvements, and to hold Management free from harm or loss arising from claims of any other parties, regardless of cause, which might result from said work.
**(d)** Any alterations or changes that Management does permit, shall become part of the Premises and shall remain in the Premises at all times during and after the term hereof.

**25. Homeowner Associations:**
**(a)** The Premises may be located in a community that may maintain amenities such as a clubhouse, golf, pool, tennis, exercise facility, laundry, or similar amenities or provide some utilities services to the Premises. With respect to such homeowner's associations and/or amenities, Management makes no representations as to: **(1)** whether any association exists; **(2)** whether the owner is a member and is current with any applicable dues; **(3)** whether such amenities are available to a Non-Owner Resident, including a resident. Management encourages Resident to fully investigate the availability of such amenities, and to determine whether such amenities would be available to a person in a tenancy situation, the cost thereof and any and all other factors which might be important to Resident in selecting this Premises.
**(b)** Resident expressly releases Management of and from any and all duties to investigate such amenities and from any representations regarding such amenities whatsoever. Resident expressly acknowledges that Resident has made such independent inquiry as Resident so desires regarding any amenities offered by a community or homeowner's association and releases Management of and from any and all liability in connection therewith.
**(c)** If a homeowner's association exists, the Premises may be subject to various rules for the community. Resident herewith acknowledges that Resident is responsible for obtaining a copy of the homeowner or community association rules, which are a matter of public record, reading them and complying with their terms. Any breach thereof may constitute a default as defined herein.
**(d)** Should notice be received by Management (or owner) regarding a violation of said rules and regulations, Management shall notify Resident of said violation in writing. If Resident fails to correct the violation within three **(**3**)** days of said notice, Resident agrees to pay for the cost of Management resolving the problem (if it can be resolved)**,** or Management may default the Lease and require the Resident to vacate the Premises. If the association should fine Management (or owner) for the actions, inactions, conduct or behavior of Resident, or Resident's invitees or guests, for failure to comply with the rules and regulations of the community where Premises is located, Resident agrees to pay said fines within ten (10) days of notice by Management to Resident plus a $45 administrative fee (per violation) for Management's involvement in the event. Failure to pay said fees may result in a breach of this Lease.

**26. Signatures and Faxes:** These Premises cannot be leased without the signature of each adult party who will be residing in the Premises. Management and Residents agree this Lease can be signed by duplicate originals. Faxed signatures, electronic signatures, and properly executed Power of Attorneys, are deemed acceptable.

**27. Agency Disclosure:**
**(a)** Management**'**s office brokerage relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Owner Agency), Buyers (Buyer Agency), and Sellers and Buyers in the same transaction with Designated Agency, and Transaction Brokerage. Management is a licensed Real Estate Broker and as such, is representing the Owner in this transaction unless otherwise described on an attached Agency Disclosure.
**(b) Authority Over The Lease:** All parties acknowledge that Management is authorized by the owner of the Premises to manage this Lease. This Lease is between Resident and Management, the owner has no authority over it and Resident agrees not to communicate with the owner while under this Lease. In the event that Management relationship is terminated with the owner during the term of this Lease, Resident hereby releases Management of and from any liability under this Lease, provided Management has notified Resident in writing of the termination, including in said notice the following: **(1)** effective date of termination; **(2)** name and address to whom rent is to be sent; **(3)** telephone number of person responsible for repairs; and **(4)** copy of check turning over Resident's Security Deposit to owner or new manager. An email properly received and acknowledged by Resident shall constitute proper written notice.
**(c) Buying the Property:** Resident acknowledges that Management has an exclusive brokerage relationship with the owner of the Premises, which includes the payment by owner to Management of a real estate commission if Resident purchases the Premises. Resident agrees to communicate solely with Management regarding any interest or offers to purchase said Premises. Should Resident contract with another real estate agent to represent him/her in the purchase of this Premises, Resident agrees to pay their agent personally and not look to the seller, or Management, for their agent's compensation. Should Resident breach this stipulation, and buy the Premises without inclusion of Management, Resident agrees to pay Management for damages, including but not limited to a real estate commission of three percent (3%) of the sales price, plus collection costs and attorney fees.

**28. Lease Renewal Fee:** Resident agrees to pay a $100 Administrative Fee at each Anniversary Date for a twelve (12) month or longer extension or renewal, or, a $150 Administrative Fee for a shorter term renewal (i.e. anything under twelve months).

**29. Receipt of Important Documents:** Resident acknowledges they have received the following documents prior to executing this Lease: **(a)** Booklet Protect Your Family from Lead in Your Home; **(b)** Resident Handbook; **(c)** A copy of the housekeeping documents Resident(s) signed prior to taking possession of the Premises, which altogether are incorporated into and made a part of this Agreement by reference.

**30. Legal Notice Fee:** Should Management be required by this Lease, or the Georgia Landlord Tenant law, to send a legal notice to Resident, Resident agrees to pay Management a $45 administrative fee.

**31. Maintenance Charge-backs, Missed Appointment Fee, and Unnecessary Work Orders:**
**(a)** Should Resident request maintenance be done on the Premises which servicing contractor reports was caused by the abuse or misuse of Resident or their invitees, Management shall provide notice of the amount of the invoice for such repair to Resident and Resident agrees to pay such sum plus a $45 administrative fee no later than the first of the month following notification. Should Resident fail to pay said sum as stated herein, Resident may be deemed to be in default of the terms of this Lease.
**(b)** Should an appointment be scheduled with Resident for any purpose and Resident not show up or refuse access, Resident agrees to pay Management a $150 administrative fee.
**(c)** In the event that a contractor responds to a work order requested by Resident and the contractor reports that no repair was necessary, Resident agrees to pay Management a $150 administrative fee.

**32. Neighborhood Conditions and Security Disclaimer:**
**(a)** Resident acknowledges that every neighborhood has conditions which different residents may find objectionable including without limitation stadiums, crime, land-fills, quarries, high-voltage power lines, airports, odorous factories, schools serving the Property, cemeteries, land use and transportation maps. The Residents shall be responsible to become familiar with any present or future neighborhood conditions which could affect the Premise. If Resident is concerned about the possibility of a registered sex offender residing in area of the Premise, Resident should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation website at www.gbi.georgia.gov.
**(b)** Resident acknowledges that crime occurs in every community and Management is not a provider of security regarding the Premises. Resident acknowledges that prior to occupying Premises they have inspected all window locks, door locks, exterior lighting and found them to be in good working condition. If during the term of the Agreement any of the above items stop functioning properly Resident agrees to notify Management immediately in writing.

**33. Smoke Detectors, Carbon Monoxide Detectors:**
**(a)** Upon move in (and regularly thereafter) Resident agrees to test the smoke detectors to make sure they are functioning properly. The Resident is responsible to keep working batteries in all smoke detectors. If devices do not operate properly after Resident replaces the batteries, Resident shall give Management written notice and Management will replace the devices.
**(b)** Unless required by law or regulation, Landlord shall not be responsible for providing carbon monoxide detector(s).

**34. Destruction of Property:** If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Management or Resident may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Management shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Resident be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Resident or Resident's household or their invitees, licensees, or guests.

**35. Expendables:**
**(a)** Resident acknowledges that they are responsible for replacing all expendables in the property including but not limited to light bulbs, HVAC filters, and refrigerator filters. Should such expendables require replenishment at move out, Resident authorizes Management to make such replacements at the expense of the Resident.
**(b)** Resident acknowledges that failure to replace filters can cause damage to HVAC equipment. Any damage to HVAC equipment caused by Resident's failure to replace filters will be the financial responsibility of the Resident.

**(c)** In the event that Management discovers that Resident has not replaced the HVAC filter(s) as required, Resident shall pay to Management liquidated damages in the amount of $250 per filter, it being hereby agreed that the actual reduction in useful life of the HVAC system is difficult to predict, and this amount is a reasonable estimate of Owner's future damages and shall not be construed as a penalty. Resident shall also compensate Management a $45 administrative fee for each violation under this paragraph.

**36. Entire Agreement:** This Lease, and any incorporated or attached written Exhibits, Handbooks or Addendums, shall constitute the entire agreement between the parties and no oral statement or oral modification of the terms of this Agreement, or advertising, or flyer, or promotional materials, except that which is described herein, shall be binding, create or form any part of an agreement between the parties. This Lease can only be amended in writing and signed by all parties to this Agreement.

**See exhibit(s) attached hereto and made a part of this agreement by reference.**

**A) Pet Policy – Rules and Agreement**, **B) Resident Maintenance Agreement, C) Paint and Flood Disclosure, D) Mold & Mildew Information and Acknowledgement, E) Protect Your Family From Lead in Your Home**

**Special Stipulations to this agreement are as follows:**

**IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized,**

**Effective Date: _____**

**Management**

**By**_____

Brokerage #75544 Agent #381980

**Resident(s)**

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**Referring Agent**

**X**_____

# Pet Policy – Rules and Agreement – Exhibit "A"

This agreement is between *Omyra INC, DBA Omyra Property Management* (hereinafter "Management") and _____ (hereinafter "Resident") regarding the Residential Rental Agreement (hereinafter "Lease") executed between the parties on the property known as _____(_____ County), (hereinafter "Premises") originally dated _____.

For one dollar ($1.00) and other good and valuable consideration, the sufficiency of which is agreed to by all parties, parties agree as follows.

**No animals, birds or pets of any kind shall be permitted on Premises without consent of Management. If Management discovers a pet on the Premises, whether or not owned by Resident, Management shall assume pet has been there from the date of possession and Resident agrees to pay pet administrative fee(s) of $125.00 per month beginning the date the Resident took possession. In addition to these administrative fees, undisclosed pets may result in default of the Agreement at the sole discretion of Management.**

## No Pets

## Yes Pets – Describe pet(s) in detail:

| | | | |
|---|---|---|---|
| Pet 1: Species: | Breed: | Weight: | lb |
| Pet 2: Species: | Breed: | Weight: | lb |
| Pet 3: Species: | Breed: | Weight: | lb |

Each of the undersigned represents and warrants that he/she is not aware of any instance where the above mentioned pet has bitten a person as of the execution of this agreement.

**RESIDENT SHALL PAY A NON REFUNDABLE PET FEE OF $____ AT MOVE IN AND $____ PER MONTH AS A MONTHLY PET ADMINISTRATIVE FEE, DUE ON THE SAME DAY AS THE REGULAR RENT.**

1. Resident accepts full responsibility for keeping the pet under control at all times, and must comply with any and all governmental and community ordinances or any property damage or personal injury shall be the sole responsibility of the Resident. Resident herewith releases and agrees to indemnify and hold harmless owner and Management for any property damage, personal injury or any other liability incurred as a result of any pet owned or maintained by Resident, including but not limited to actual damages, punitive damages, attorney's fees and costs of defending this action.
2. Resident expressly acknowledges that this Pet Exhibit is an integral part of the lease referenced above, and any breach of this Pet Exhibit shall be a default under the terms of the Lease with all remedies accordingly by the Lease and Georgia law.
3. Within 24 hours after Resident vacates said Premises, Resident agrees to have the carpets professionally steam cleaned and the home professionally treated for fleas and other pests. Resident will be responsible for furnishing receipts of said services to Management prior to refund of Security Deposit, or Management may deduct charges to have these services completed and assess a $150 administrative fee.
4. If Resident acquires any additional pet(s) during his/her stay in said Premises, Resident agrees to notify Management, get written permission for the new pet and increase the security deposit or pet administrative fee amount as required. Should Resident acquire an additional pet without written consent (and payment of additional deposit/fees), Resident will be in default of the terms of the lease and all remedies relating to default will apply.

**Management**

**X**_____

**Resident(s)**

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

# Resident Maintenance Agreement – Exhibit "B"

This agreement is between *Omyra INC DBA Omyra Property Management* (hereinafter "Management") and _____ (hereinafter "Resident") regarding the Residential Rental Agreement (hereinafter "Lease") executed between the parties on the property known as _____(_____ County) (hereinafter "Premises") originally dated _____.

For one dollar ($1.00) and other good and valuable consideration, the sufficiency of which is agreed to by all parties, parties agree as follows:

**1. After Hours Maintenance Service / Premises Visits:** If Resident refuses to allow Management approved maintenance contractors (or Management staff) in the Premises with a Management key, or requires that the contractor (or Management staff) do service after regular business hours (after 5 PM weekdays or on weekends) Resident agrees to pay the after hours premium of $150 per visit.

**2. Clogged Plumbing:** Resident warrants that they will not dispose of anything via the plumbing system (includes all sink, tub, and shower drains, toilets, and floor drains) other than human waste, water, clear liquids and small amounts of toilet tissue. Resident understands that the introduction of large amounts of toilet tissue, grease, hair, wipes (including "flushable" wipes), sanitary products, children's toys, paint, chemicals, and other items not on the approved list can cause major damage. If a service contractor reports that any clogged plumbing was caused by the Resident, Resident agrees to pay for all necessary repairs.

**3. Lawn Care:** Resident is responsible for mowing, edging, trimming, leaf collection, weeding borders, pine straw and mulch unless included under Stipulation 22 of Lease. If Management sends lawn care notices in writing, and Resident fails to tend properly to the lawn needs within 4 days of notification, Management will send a landscaper to do the work and Resident agrees to pay said invoices within ten (10) days of written invoicing.

**4. Pest Control:** Management is responsible for termites and rodents. Resident is responsible for all other household pest control unless included under Stipulation 22 of Lease.

**5. Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 40°F, Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping.

**6. Missed Appointment Fees:** If Resident sets appointments with Management staff or vendors and does not show up or provide necessary access to Premesis, Resident agrees to pay a $150 missed appointment fee.

**7. Key Replacement:** If Resident needs a key replacement, they agree to pay a $50 fee and pick up the key at Management's office. In the event that Resident is unable to travel to Management's office, Management may but is under no obligation to deliver the key to the resident. If management delivers the key, the fee will be $150. If the Premises needs to be re-keyed while the Resident occupies the Premises, Resident agrees to use Management's approved vendor and pay the vendor's invoice for said re-keying.

**8. Emergency Calls:** Emergency defined: Anything relating to the Premises under Lease that is threatening to life, health, or the Premises. Fire (please call 911), flood, sewage back-ups, gas odors (call gas company), broken water pipes, tree falling on house, **call the emergency phone line 24/7.**

**The emergency number is (470) 737-1513.**

**If Resident leaves a "non-emergency" message on the Management emergency phone line, Resident agrees to pay a $100 fee. The emergency phone line is for emergencies only.**

**Management**

**X**_____

**Resident(s)**

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

**X**_____

# Paint and Flood Disclosure – Exhibit "C"

**Address:**

## Lead Based Paint & Related Hazards // Property Propensity to Flooding

If subject property was built **after 1978** Initial here_____

### RE: Homes built before 1978

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

### Owner/Lessor's Disclosure

**(a) Presence of lead-based paint or lead-based paint hazards:**

**X** **Owner/Lessor has no knowledge of lead-based paint** and/or lead-based paint hazards in the house

**OR**

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

(b) **Records and reports available to the Owner/lessor (Initial one below):**

**X** **Owner/Lessor has no reports or records pertaining to lead-based paint** and/or lead based paint and/or lead-based paint hazards in the house.

**OR**

Owner/Lessor has provided Agent with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the house.
**(explain)** _____

**Agent's Acknowledgment** Management has informed the Owner/lessor of the Owner/lessor's obligations under 42 U.S.C. _____ (Initial here)

**Georgia Landlord and Tenant Law requires that owner disclose to potential tenants material adverse physical conditions on the property, including the propensity to flood.**

The statement below _ **Does** / _ **Does not** apply to this property

**The Property has a propensity of flooding**; that is, the Property, or some portion of the living space, basement or attachments thereto which will be covered by the rental agreement, has been damaged by seepage of water or flooding **during the five-year period** immediately preceding the date of this Agreement. Owner hereby instructs Broker to give written notice of the fact of such flooding to all prospective tenants who may reside on the premises. (Flooding is defined as the inundation of a portion of the living space or basement covered by the lease that was caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as ponding of water at or near the point where heavy or excessive rain fell.)

**Does the property have a basement?**

**Yes** **No**

**If so, does the basement get wet?**

**Yes** **No**

By typing my full name below I hereby warrant I have read, understand, and agree with all of the above.

**X** _____

Management Date

**X** _____

Resident Date

**X** _____

Resident Date

**X** _____

Resident Date

**X** _____

Resident Date

**X** _____

Resident Date

**X** _____

Resident Date

**X** _____

Resident Date

**X** _____

Resident Date

# Mold Information and Prevention – Exhibit "D"

**PLEASE NOTE: IT IS OUR GOAL TO MAINTAIN A QUALITY LIVING ENVIRONMENT FOR OUR RESIDENTS. TO HELP ACHIEVE THIS GOAL, IT IS IMPORTANT TO WORK TOGETHER TO MINIMIZE ANY MOLD GROWTH IN YOUR DWELLING. THIS ATTACHMENT CONTAINS IMPORTANT INFORMATION FOR YOU AND EXPLAINS THE RESPONSIBILITIES FOR BOTH RESIDENT AND MANAGEMENT.**

1. **ABOUT MOLD**: Mold is found virtually everywhere in our environment both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Molds break down organic matter. Without them, we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other material. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which leads to adverse health effects. Reaction to mold exposure varies greatly from one person to another. Most symptoms appear as allergic reactions. Nonetheless, appropriate precautions need to be made. Potential signs of mold growth are: Unexplained discoloration on any surface, musty odor, dark spots on or around vents and water stains anywhere. Anyone with a health problem that they think might be associated with mold should consult a medical professional.

2. **PREVENTING MOLD BEGINS WITH YOU**: In order to minimize the potential for mold growth in your dwelling you must do the following:

   A. Keep your dwelling clean – particularly the kitchen, the bathrooms, carpet and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

   B. Remove visible moisture accumulation on windows, sills, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to filtrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen ***before*** you start showering or cooking with open pots. When showering, be sure to keep the shower curtain ***inside*** the tub or fully close the shower doors. Experts recommend that after taking a bath or shower you: (1) wipe moisture off the walls (a squeegee works well), shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels, bath mats and wet clothing so they will completely dry out. Do not leave wet clothing in the washing machine or dryer.

C. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. Humidity is below 50 percent) to help humid areas of your dwelling dry out.

3. **IN ORDER TO AVOID MOLD GROWTH**: It is important to prevent excessive moisture building up in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources such as:

A. Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

B. Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines;

C. Leaks from plumbing lines or fixtures (Residents should know where water cut offs are), and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering, overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;

D. Leaks from clothes dryer discharge vents (which can put lots of moisture into the air);

E. Rain gutters clogged with leaves and debris;

F. Leaking hot water heater;

G. Excessive soaking of exterior by sprinklers or hoses.

4. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES**:
(Such as ceramic tiles, Formica, vinyl flooring, metal or plastic.) The federal Environment Protection Agency (EPA) recommends that you first clean the area with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on type household biocide such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented,) Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain so use caution especially near carpeted areas. **Be sure to follow the instructions on the container**. Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air filters (HEPA) can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

5. **DO NOT CLEAN OR APPLY BIOCIDES TO**: (1) visible mold (other than mildew) on POROUS surfaces such as sheetrock walls or ceilings or (2) ***large areas*** of visible mold on ***non-porous surfaces.*** Instead, notify us and we will take appropriate action.

6. Remember that leaks caused from storms cannot be repaired until the rain stops. Residents must take the initiative to keep premises free of water as possible and reporting the status of the leak so that we can take appropriate action.

7. **COMPLIANCE**: Complying with this attachment will help prevent mold growth in your dwelling. All parties will be able to respond correctly if problems develop that could lead to mold growth.

**If you fail to comply with this Attachment, you can be held responsible for property damage to the dwelling and any health problems that may result. We can not correct problems in your dwelling unless we know about them.**

## Resident's Acknowledgement Regarding Mold and Mildew

Resident acknowledges, as evidenced by his or her signature below, that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and to take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to monitor his or her property for the presence of mold or for any conditions that reasonably can be expected to give rise to mold, such as instances of water damage or mold growth. Resident further agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident further agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Premises; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this acknowledgment. Resident understands, acknowledges and agrees that Resident has no claim against the Management and/or any agent, manager or employee for

Management and/or any company employed by Management for any civil cause of action for personal or property damage arising from Resident's failure to comply with the terms of this acknowledgement.

**X** _____ _____
Management Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

**X** _____ _____
Resident Date

# 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

March 2021

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

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

**Read this entire brochure to learn:**

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

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

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

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

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

# Simple Steps to Protect Your Family from Lead Hazards

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

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

## Lead Gets into the Body in Many Ways

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

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

**Lead is especially dangerous to children under the age of 6.**

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

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

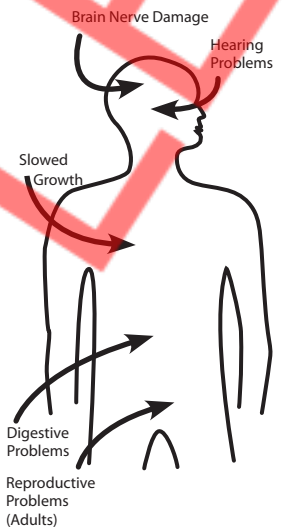
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

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

**In children, exposure to lead can cause:**

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




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

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

**In adults, exposure to lead can cause:**

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

## Check Your Family for Lead

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

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

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

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

**Lead can be found:**

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

Learn more about where lead is found at epa.gov/lead.



[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ($mg/cm^2$), or more than 0.5% by weight.

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

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

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

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

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

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

- 10 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ and higher for interior window sills

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

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

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

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

## Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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

## Checking Your Home for Lead, continued

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

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]



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

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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

- 10 micrograms per square foot (µg/ft$^2$) for floors, including carpeted floors
- 100 µg/ft$^2$ for interior windows sills
- 400 µg/ft$^2$ for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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

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


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

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

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

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

## Other Sources of Lead

### Lead in Drinking Water

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

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

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

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

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

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

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

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

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

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

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

## Other Sources of Lead, continued

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



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

## For More Information

**The National Lead Information Center**
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

**EPA's Safe Drinking Water Hotline**
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

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

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

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

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

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

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

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

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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

**CPSC**
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

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

**HUD**
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead



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

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# IMPORTANT!

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

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