

Rental Agreement between:

**Joaquin Barreto**

and

**Kevin Wolf, Lana Musich**

Dated: 03/30/2024

### Summary of Key Information

<b>Property Address:</b>	2178 Monticello Ave #A, A, San Jose , CA 95125	
<b>Lease Start Date:</b>	04/01/2024	<i>See section 1.5</i>
<b>Lease End Date:</b>	N/A	<i>See section 1.5</i>
<b>Total Monthly Rent:</b>	\$1,850.00	<i>See section 1.6</i>
Monthly Rent Amount:	\$1,850.00	<i>See section 1.6</i>
Monthly Pet Rent:	N/A	<i>See section 1.6</i>
<b>Pro-Rated Rent Amount:</b>	N/A	<i>See section 1.10</i>
<b>Total Deposit(s):</b>	\$0.00	<i>See section 1.8</i>
Security Deposit:	\$0.00	<i>See section 1.8</i>
Pet Deposit:	N/A	<i>See section 1.8</i>
Other Deposit:	N/A	<i>See section 1.8</i>
<b>Move-in Fee Amount:</b>	N/A	<i>See section 1.9</i>
<b>Late Fee:</b>	The lesser of 5% or \$50 whichever is less, if not paid by the 5th.	<i>See section 2.1</i>

The above summary table is provided as a reference. The Agreement will control if there is a conflict.

# California Residential Rental Agreement ("Agreement")

## 1. GENERAL INFORMATION

### 1.1 DATE

The date of this Agreement is **03/30/2024**.

### 1.2 TENANT(S)

The Tenant(s) herein is/are:

Tenant Name	Tenant Email	Tenant Phone
Kevin Wolf	kwolf420@gmail.com	(408) 420-5835
Lana Musich	lanamusich@gmail.com	(408) 217-3503

If more than one person is named above as Tenant, all persons named shall have joint and several liability as to the obligations of Tenant herein, and all references to Tenant, although stated in the singular, shall apply as appropriate as if written in the plural.

The address of Tenant, for purposes of mailing notices is:

**2178 Monticello Ave #A, A, San Jose , CA 95125**

### 1.3 LANDLORD

The Landlord herein is:

Landlord Name	Landlord Email	Landlord Phone
Joaquin Barreto	itsjoaquinbarreto@gmail.com	(408) 676-9099

Landlord manages the Premises (as defined below) as the owner. Landlord is authorized to accept service of process, notices and demands.

The address of Landlord, for purposes of mailing payments and notices, is:

**1522 Darlene Ave, san jose, CA 95125**

### 1.4 RENTAL PROPERTY

The property herein, known as (the "Premises") is the structure or the part of a structure that is used as a home, residence, or sleeping place by the Tenant who maintains a household there.

Property Address	Unit / Apt #	City	State	Zip
2178 Monticello Ave #A	A	San Jose	CA	95125

## 1.5 TERM

The Term herein shall be as follows:

Lease Start Date: **04/01/2024**

Lease Type:

- Month-to-Month:** a month-to-month lease terminates by Landlord or Tenant giving the other Party (defined below) to this Agreement thirty days written notice
- Fixed Term:** for a period ending on: **N/A**

In the event Fixed Term is selected above, upon expiration of the Fixed Term, Landlord and Tenant (collectively known as "Parties", or individually as "Party") agree that the following shall occur by default:

- Continue as Month-to-Month:** the lease shall automatically be renewed on a month-to-month basis.
- Terminate:** the lease shall automatically terminate at the conclusion of the initial Fixed Term.

## 1.6 RENT

Rent for the Term hereof shall be payable, in advance, on or before 5pm on the 1st day of each month ("Due Date"), regardless of whether that day is a Saturday, Sunday, or Holiday, in equal installments of ONE THOUSAND, EIGHT HUNDRED FIFTY (\$1,850.00)

Monthly Base Rent:	\$1,850.00
Additional Monthly Pet Rent:	N/A
Total Monthly Rent:	<b>\$1,850.00</b>

## 1.7 FORM OF RENT PAYMENTS

All payments shall be made to Landlord without demand at Landlord's mailing address such that they can be received on or before the Due Date. Landlord's acceptance of Rent from a person other than the Tenant shall not be a waiver of any right and shall not constitute acceptance of such person as a Tenant. All payments for Rent should be made via one of the following methods:

<b>Payments Allowed:</b>	<input type="checkbox"/> Cash <input type="checkbox"/> Personal Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order <input type="checkbox"/> ACH / Direct Deposit <input checked="" type="checkbox"/> Rent Payments by TurboTenant
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## 1.8 SECURITY DEPOSIT AND OTHER DEPOSITS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord the following deposit amount(s):

Security Deposit:	<b>\$0.00</b>
Pet Deposit:	N/A
Other Deposit:	N/A

## 1.9 NONREFUNDABLE FEES

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following non-refundable fee(s):

Nonrefundable Fee(s):	N/A
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## 1.10 PRORATED RENT

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following amount representing the amount due for the partial first month of the Term ("Prorated Rent"):

Prorated Rent:	N/A
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## 1.11 UTILITIES AND OTHER SERVICES

Landlord and Tenant agree that Utilities and Other Services (listed below) will be the responsibility of, and paid for by, Tenant, in addition to Rent, as outlined below:

Utility or Other Service	Responsibility
Electric	Tenant
Internet	Tenant
Phone	Tenant
Cable / Satellite	Tenant
Gas	Tenant
Water	Landlord
Sewer / Septic	Landlord
Trash	Landlord
Lawn Care	Landlord
Snow Removal	N/A
HOA or Condo Dues	N/A

Tenant's obligation to pay the above Utilities or Other Services shall include any and all seasonal fees, late fees, installation or connection fees and maintenance charges. Failure by Tenant to comply with the above responsibility for Utilities or Other Services will constitute a default to this Agreement and Landlord may terminate this Agreement. If Tenant fails to notify the service provider or does not assume responsibility of billing as of the Lease Start Date of this Agreement or cancels the Utilities or Other Services prior to the termination of this Agreement, which results in the account being billed to Landlord, Tenant's Utilities or Other Services will be paid and charged back to Tenant in addition to Rent.

## 1.12 ADDITIONAL OCCUPANTS

In addition to Tenant, the following individuals (if any) may occupy the Premises ("Additional Occupants"):

Additional Occupant Name	Age	Relationship
N/A	N/A	N/A

## 1.13 PETS

Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere on the Premises unless so authorized in writing.

- Tenant shall not bring, keep, "baby-sit", or maintain any pet on the Premises.
- This Agreement grants permission to Tenant to keep the below named pet(s), subject to the following:

Type (dog, cat, etc.)	Breed	Weight (lbs)	Age (years)
N/A	N/A	N/A	N/A

Tenant agrees that Landlord has the right to request Tenant to remove a pet permanently from the Premises if pet becomes a nuisance, causes disturbances, or damages the Premises or personal property belonging to the Premises. Pets of guests are not allowed on the Premises.

## 1.14 SMOKING

The Premises are designated as a property where smoking is:

- Not Permitted
- Permitted
- Permitted Outdoors Only

For the purposes of clarifying and restricting its use, the term "Smoking" is defined to include the use of cigarettes, pipes, cigars, electronic vaporizing or aerosol devices, or other devices intended for the inhalation of tobacco, marijuana, or similar substances. Tenant understands and agrees that any damage caused by Smoking shall not constitute ordinary wear and tear. Landlord may deduct from the Security Deposit all damages and/or costs for the cleaning or repairing of any damage caused by or related to Smoking, including but not limited to: deodorizing the Premises, sealing and painting the walls and ceiling, and/or repairing or replacing the carpet and pads.

## 1.15 PARKING

Types of parking include driveway and street.

### Parking Rules

For the type of parking indicated, Tenant shall use such space exclusively for parking of Tenant's own passenger automobiles, and not for the washing, oil change or repair of vehicles. Parking space shall not be used for trucks or pickups in excess of 1 (one) ton, boats, recreational vehicles, storage, trailers, unlicensed, abandoned, or unregistered vehicles without prior permission from Landlord in writing. Any vehicle parked on the Property must display current California registration and must be in operable condition. Tenant shall not park or allow any other person to park in any other space in the parking area. Landlord reserves the right to assign Tenant a different parking space or parking permit on 7 (seven) days notice to Tenant. Guests and invitees shall park on adjacent public street parking. Violators may be towed at vehicle owner's risk and expense.

## 1.16 TENANT INSURANCE

Landlord shall not insure Tenant for any personal injury or property damage. Tenant is:

- Required to buy and maintain renters or liability insurance.** Tenant shall provide Landlord with evidence of required insurance prior to Tenant moving into Premises and upon request during the Term.
- Not required to buy renters or liability insurance,** however it is strongly recommended to protect Tenant, Tenant's family, Tenant's invitees, and/or guests, and all personal property on the Premises and/or in any common areas from any and all damages.

## 1.17 KEYS

Tenant acknowledges receipt of the following keys:

<b>Key Type</b>	<b>Number of copies</b>
Property	1
Mailbox	1

Tenant shall return these keys, garage door openers, and all copies made of these keys to Landlord upon termination of the Agreement. Tenant is responsible for the cost of rekeying if all keys are not returned upon vacating.

## 1.18 ADDITIONAL TERMS

The following Additional Terms (as defined below) will become a part of this Agreement and will supersede any conflicting terms of this Agreement:

### **Additional Terms:**

**Utilities Agreement:** The Landlord shall be responsible for providing and covering the costs of water, garbage, and sewage fees for the Property. It is expressly understood that cable TV and satellite TV services are not provided. The Tenant shall be responsible for the cost of electricity through PG&E

### **No Subletting Clause:**

The Tenant shall not sublet any portion of the Property, nor assign this lease agreement to any other party. Tenant agrees not to host any temporary occupants or engage in short-term rental arrangements (such as Airbnb, VRBO, etc.) without the prior written consent of the Landlord.

### **No Business Activity Clause:**

The Tenant agrees to use the Property solely for residential purposes. The Tenant shall not engage in any form of business activity, including but not limited to home-based businesses, commercial enterprises, or any form of retail or service provision from the Property.

### **Occupancy Limitation Clause:**

Occupancy of the Property is limited to two (2) persons. The Tenant agrees not to allow any additional person(s) to reside on the Property for any period exceeding seven (7) consecutive days without the prior written consent of the Landlord.

### **No Smoking Policy:**

Smoking of any substance (including, but not limited to, cigarettes, cigars, pipes, e- cigarettes, or vaping devices) is strictly prohibited on the entire Property, both within the indoor spaces and the outdoor areas, including yards and patios. This policy is to ensure the health and comfort of all occupants and to maintain the condition of the Property.

### **No Pets Policy:**

No pets of any kind are permitted on the Property, either on a temporary or permanent basis. This includes, but is not limited to, dogs, cats, birds, and reptiles. The Tenant agrees that a violation of this clause will result in penalties as outlined in this agreement.

### **Landlord Access for Enhancements and Maintenance Clause:**

The Landlord reserves the right to access the Property for the purpose of making improvements and performing necessary maintenance and repairs. The Landlord will provide the Tenant with a minimum of 24 hours advance notice before such access, except in cases of emergency. The Landlord shall endeavor to conduct such activities at reasonable times so as not to unduly inconvenience the Tenant.

### **Compliance with Laws and Regulations Clause**

**Legal Compliance:** The Tenant agrees to comply with all applicable local, state, and federal laws and regulations while residing in the Property. This includes, but is not limited to, adhering to ordinances concerning noise, nuisance, waste disposal, and use of common areas. Failure to comply with these laws and regulations may result in penalties as outlined in this agreement, or termination of the lease.

### **Maintenance and Repair Responsibilities Clause**

**Maintenance Obligations:** The Tenant shall be responsible for all routine maintenance, cleaning, and minor repairs within the Property, including but not limited to replacing light bulbs, maintaining battery- operated devices, unclogging kitchen and bathroom drains, and general cleanliness of Property flooring and carpets. The Landlord shall be responsible for major repairs and maintenance issues arising from normal wear and tear, structural integrity, and system failures not caused by Tenant negligence.



### Definition of Wear and Tear Clause

Normal Wear and Tear: For the purposes of this agreement, normal wear and tear is defined as the natural and gradual deterioration of the Property and its contents due to normal, everyday use. Examples include fading paint, and loose door handles. Damage, which is the Tenant's responsibility, is defined as deterioration or destruction caused by negligence, carelessness, accident, or abuse. Examples include unapproved holes in walls, stained carpets from spills, and broken windows.

### Property Condition Clause:

At the commencement of the Lease, the Tenant agrees that the Property is habitable and equipped with all necessary utilities including water service, heat, electrical power, and serviceable door locks. The Tenant agrees to continue to rent the Property "as-is." Any requests for further enhancements, improvements, or modifications to the Property or provided furnishings will be considered at the sole discretion of the Landlord. There is no obligation on the part of the Landlord to undertake any such enhancements, improvements, or modifications requested by the Tenant post-agreement of the commencement of this lease.

Tenant-Initiated Enhancements: The Tenant may, at their own discretion and expense, choose to make non-permanent enhancements or improvements to the Property. Such tenant-initiated enhancements must be removable and must not alter the permanent structure or fabric of the Property. The Tenant agrees to bear all costs associated with these enhancements and to restore the Property to its original condition upon the termination of the Lease, should the Landlord require it. Any permanent changes or enhancements made by the Tenant without the express written consent of the Landlord will be considered a breach of this Lease and may result in penalties as outlined in this agreement.

**For consideration of Rent and adherence to the covenants in this Agreement by the Tenant, the Landlord leases to the Tenant the Premises for the Term.**

## 2. SPECIAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING SPECIAL PROVISIONS:

### 2.1 LATE RENT

Rent is due in full on or before 5 p.m. on the first day of each and every month during the Term, regardless of whether that day is a Saturday, Sunday, or Holiday. If rent is not received on or before 5 p.m. on the fifth (5th) day of each month, a late fee equal to the lesser of five percent (5%) of the unpaid rent amount, or fifty dollars (\$50.00), whichever is less, will be charged. All late fees shall be deemed additional rent for the rental month, and shall be paid and collected as such. It is agreed the amount of late fees is a reasonable estimate of probable actual damages, that such damages would result from Tenant's late payment, and that such damages are uncertain and difficult to ascertain.

### 2.2 BAD CHECKS / NSF FEES

If a personal check or ACH draft is returned by Tenant's bank for any reason, a charge of \$25.00 (twenty-five dollars) shall be added to rent for the month, and Tenant shall not be current with rent as long as said charge is not paid. If a rent payment is late, or if Tenant's electronic or personal check is returned due to insufficient funds, uncollected or unpaid, Landlord may require that all subsequent rental payments be made by cashier's check or money order.

## 2.3 NOTICE TO TENANT

Notice to Tenant may be given in accordance with applicable law to the address of the Premises listed above, or to such other place as designated by Tenant in writing as the place for receipt of notices, or, in the absence of such designation, to Tenant's last known address.

## 2.4 SECURITY DEPOSIT PROVISIONS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord a security deposit referenced in Section 1.8. Such deposit shall be returned to Tenant, less any set-off for unpaid rent, unpaid late fees, unpaid utilities, damages, or any other money owing Landlord as shown in an itemized statement listing every deduction along with receipts for deductions for repairs over \$125.00, within twenty-one (21) days, in accordance with the terms of this section and applicable laws. No interest will be paid on security deposit unless required by local law.

## 2.5 USE OF PREMISES / OCCUPANCY LIMITS

The Premises shall be occupied as a residence exclusively by the Tenant and the Additional Occupant(s). To the extent allowed by applicable law, Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the upkeep, use, occupancy, and preservation of the Premises. To the extent allowed by applicable law, Tenant shall indemnify Landlord against, and reimburse Landlord for, any fines, charges, damages, costs, or fees, including reasonable attorney fees, incurred or paid by Landlord as a result of any noncompliance of the occupancy limits by Tenant. No person who is not a Tenant or Additional Occupant(s) may occupy the Premises, except that Tenant may allow one guest to stay with Tenant for a maximum period of fifteen (15) days every six (6) months, provided that such guest at all times maintains a separate residence. Any guest who stays in excess of this amount shall be considered an unauthorized occupant.

## 2.6 CONDITION OF PREMISES

Tenant acknowledges that prior to occupying the Premises, Tenant has examined the Premises and is satisfied with the condition, subject to those items specifically stated on the Property Condition Report (or like-titled document). By accepting possession of the Premises, Tenant acknowledges and agrees that no repairs or cleaning are required or requested. Tenant agrees and accepts the Premises "As Is" condition except for conditions causing the premises to be untenantable under California Civil Code 1941.

## 2.7 NOTIFICATION OF BUILDING PROBLEMS OR REPAIRS NEEDED

**Tenant shall keep the Premises in good order and condition, and immediately pay for any repairs caused by Tenant's negligence or misuse, that of their guests or Additional Occupant(s).**

Tenant agrees to notify Landlord immediately upon first discovering any repairs or maintenance needed, or signs of serious building problems, including but not limited to: a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, any leaking or running water, appliance malfunction, and/or electrical shorting or sparks. Failure to report a problem may create a situation where the Tenant will be liable for damages due to the problem not being addressed sooner. Notwithstanding anything to the contrary in this Agreement, Landlord will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e., dangerous or hazardous conditions).

## 2.8 ENTRY/ACCESS TO PREMISES BY LANDLORD

Landlord may enter the Premises only in the following cases:

1. In case of emergency.
2. To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors, or to make an inspection pursuant to California Civil Code, Section 1950.5 (f).
3. When the tenant has abandoned or surrendered the premises.

Landlord shall give Tenant twenty four (24) hours advance notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be mailed, personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

Except in cases of emergency, or when Tenant has abandoned or surrendered the Premises, entry may not be made during other than normal business hours unless Tenant consents to an entry during other than normal business hours at the time of entry. Landlord may not abuse the right of access or use it to harass the tenant.

Tenant and Landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement.

No notice of entry is required in the following scenarios:

1. To respond to an emergency.
2. If Tenant is present and consents to the entry at the time of entry.
3. After Tenant has abandoned or surrendered the unit.

## 2.9 NOTICE OF ENTRY RELATING TO SALE OF PROPERTY

If Landlord is intending to enter Premises, and the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice to Tenant may be given orally, in person or by telephone, if Landlord, or his or her agent, has notified Tenant in writing within 120 days of the oral notice that the property is for sale and that Landlord or Landlord's agent may contact Tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, Landlord or Landlord's agent shall leave written evidence of the entry inside the unit.

## 2.10 FAIR HOUSING

Civil rights laws of the United States and California prohibit housing discrimination on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, age (40 or over), arbitrary characteristics, source of income, disability, veteran or military status, or genetic information of that person, or other protected class.

All parties to this Agreement shall act according to said law. In accordance with fair-housing laws, Landlord will make reasonable accommodations to the rules, policies, practices, or services.

## 2.11 DAMAGE TO PREMISES

In the event the Premises are destroyed or rendered wholly untenable by fire, storm, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Agreement continue according to the terms.

## 2.12 SECURITY DEVICES AND EXTERIOR DOOR LOCKS

Landlord and Tenant agree that the dead bolt lock(s), window security, and security locking devices at the Premises are in compliance with California Civil Code, Section 1941.3. Tenant shall not add or change any lock, locking device, bolt or latch on the Premises without the express written consent of Landlord. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance, and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant. Tenant shall be responsible for notifying the Landlord when Tenant becomes aware of an inoperable dead bolt lock or window security or locking device at the Premises. Landlord shall not be liable for a violation of California Civil Code, Section 1941.3 unless he or she fails to correct the violation within a reasonable time after he or she either has actual notice of a deficiency or receives notice of a deficiency.

## 2.13 UTILITIES AND OTHER SERVICES

Landlord is not responsible for any discomfort, inconvenience, or damage of any kind caused by the interruption or failure of any Utilities or Other Services. Landlord is not responsible for outages or lapses caused by outside providers or for Tenant's use thereof. Any billing methods described herein may be changed by Landlord by providing Tenant with thirty (30) days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Tenant acknowledges that in certain situations it is necessary to make a change to the billing method.

## 2.14 SMOKE / CARBON MONOXIDE DETECTORS

**Smoke and carbon monoxide (if applicable) detectors (hereinafter referred to collectively as "Detectors") have been installed at the Premises. Upon commencement of this Agreement, Landlord and Tenant have verified that the Detectors in the Premises are in good working order. Tenant agrees to keep the Detectors operational at all times and take no measures to render them non-operational or to diminish their effectiveness. Tenant agrees to perform the manufacturer's recommended test on Detectors and to report the failure of any such test, or any other apparent malfunction of the Detectors to Landlord immediately upon discovery in writing. Tenant acknowledges that the Detectors may be battery operated and agrees to replace the batteries, at Tenant's expense, promptly, as needed, for the duration of their stay at the Premises.**

## 2.15 REGISTERED SEX OFFENDER NOTICE

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which the offender resides.

## 2.16 NOTICE OF LEASE TERMINATION /LANDLORD TENANT ACT OF 2019

In the event that Tenant has resided at the Premises for one year or more, then, prior to terminating a month-to-month tenancy, Landlord shall provide Tenant with written notice at least 60 days prior to the proposed date of termination. If the Premises are subject to the Tenant Protection Act of 2019 (the "Act") and you have a written lease terminating after January 1, 2020, the Act requires you to execute a written extension or renewal based on similar terms, duration and provisions, provided those terms do not violate any applicable laws.

Is the property subject to the just cause requirements of Section 1946.2 of the Civil Code?

Yes

No

## 2.17 NOTICE OF CHANGE OF TERMS OF TENANCY - TENANT PROTECTION ACT

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information

"Just cause" to terminate a tenancy under Civil Code 1946.2 includes termination "if the owner or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decides to occupy the residential real property". Except as herein provided, all other terms of your tenancy shall remain in full force and effect. As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

## 2.18 LANDLORD TENANT ACT OF 2019/EXEMPTION FROM RENT LIMITS

If the Premises are not subject to the rent limits imposed by section 1947.12 of the CA Civil Code you must disclose to your tenant the following, in the exact terms: You are hereby notified, in accordance with CA Civil Code 1946.2, this Property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(56) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation. Tenant(s) acknowledge having read and understand the foregoing.

Is this Property subject to the rent limits imposed by section 1947.12 of the CA Civil Code?

**Yes**

**No**

## 2.19 WATERBEDS

Tenant shall not use or have waterbeds, or other liquid-filled furniture, on the Premises without prior written permission of Landlord. Such written permission shall not be withheld by Landlord, so long as Tenant meets their obligations under California Civil Code, Section 1940.5, including, but not limited to, obtaining a valid waterbed insurance policy and increasing the security deposit in an amount equal to one-half of one month's rent.

## 2.20 ASBESTOS NOTICE

Asbestos is a harmful insulating material that is commonly found in ceilings, walls, flooring tiles or cement. California law requires Landlord to disclose any known asbestos in any buildings built before 1979, as well as all testing results, notices received from a government agency on the contamination, and remediation plans.

Do you have any knowledge of asbestos contamination on the property?

**Yes**

**No**

**N/A, building was built after 1979.**

## 2.21 METHAMPHETAMINE/FENTANYL NOTICE

Methamphetamine and Fentanyl contamination can be dangerous to tenants in high concentrations, presenting health concerns through absorption of the materials in the air.

This property:

**Is contaminated above safe levels and is in the process of decontamination.**

**Is contaminated, but falls within safe levels after tests were conducted.**

**Has no known contamination.**

## 2.22 SHARED UTILITIES NOTICE

For units that do not have their own utility meter, or share expenses with another unit(s) or in a common area, Landlord must disclose this information in writing, as well as provide information showing allocation and breakdown of costs.

Do the premises share utility meters with another unit or common area?

Yes

No

## 2.23 FLOOD ZONE NOTICE

Is this Property located in a flood zone?

Yes, this property is located in a flood zone.

No, this property is not located in a flood zone.

**If yes:** Flood Zone Disclosure. This property is located in a known flood zone, putting it at a higher risk of flooding. Landlord and Landlord's insurer are NOT responsible for personal loss occurring at this rental unit due to flooding or other hazards. It is recommended that Tenant pursues renter's insurance and flood insurance. Information about hazards can be found on the California Office of Emergency Services' website at <https://myhazards.caloes.ca.gov>.

## 2.24 PRIOR DEATH NOTICE

California law requires Landlords to disclose an occurrence and manner of death on the premises within the last three (3) years, unless it was AIDS related, which is protected by law.

Has a non-AIDS related death occurred on the premises in the last three (3) years?

Yes

No

## 2.25 MILITARY TESTING SITE NOTICE

California law requires Landlord to notify tenants if the premises are located within one (1) mile of a known military testing site containing an explosive risk.

Do you have knowledge of the Premises being located within 1 mile of a military testing site with an explosive risk?

Yes

No

## 2.26 BED BUGS

California Civil Code 1954.603 requires Landlord to provide to Tenant written disclosure and certain information about Bed Bugs including information, characteristics and a procedure to report a bed bug infestation.

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

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

Bed bugs can survive for months without feeding.

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

Common signs and symptoms of a possible bed bug infestation:

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

Procedure for Tenant to report bed bugs:

Tenant must report bedbug infestation to Landlord within 7 days by email or phone. Landlord will acknowledge notice within 3 business days and schedule pest control inspection. Landlord will notify tenant within 2 business days the results of the inspection. Tenant must grant Landlord and/or pest control service access to treat the infestation within 48 hours of notice. Depending on level of infestation, treatment may take several weeks. Landlord will communicate to Tenant the chemicals used to treat the infestation by the pest control service.



### **3. GENERAL PROVISIONS**

THE PARTIES FURTHER AGREE TO THE FOLLOWING GENERAL PROVISIONS:

#### **3.1 ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, subletting, or license shall not be deemed to be consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

#### **3.2 ALTERATIONS AND IMPROVEMENTS**

Tenant shall make no alterations to the buildings on the Premises or construct any building, or make any other improvements (including painting of any kind) on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord, and remain on the Premises at the expiration of this Agreement. Notwithstanding the foregoing, the Landlord may require the Tenant at Tenant's sole cost and expense, to remove such improvements at the expiration of this Agreement and return the Premises to its original condition at the commencement of this Agreement.

#### **3.3 HAZARDOUS MATERIALS**

Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

### 3.4 MOLD AND MILDEW DISCLOSURE

Prior to commencement of the Term of said Agreement, Landlord and Tenant have visually inspected the Premises and observed no visible mold or mildew, obvious water leaks, or presence of excess moisture conducive to mold growth, unless expressly noted on the Condition of Premises (or like-titled document) or as shown below. Landlord is not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector. Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. Tenant further acknowledges and agrees that Landlord, who has provided this section, is not liable for any action based on the presence of or propensity for mold in the property. Instead, Tenant must promptly notify Landlord in writing of a condition that poses a hazard to property, health, or safety. Landlord will take appropriate action to comply with applicable law, subject to any exceptions for natural disasters and other casualty losses. The State of California booklet on mold can be found here:

[https://www.cdph.ca.gov/Programs/CCDC/DEOD/EAH/Pages/CDPH%20Document%20Library/CDPH\\_Mold\\_Booklet\\_2021-May12.pdf](https://www.cdph.ca.gov/Programs/CCDC/DEOD/EAH/Pages/CDPH%20Document%20Library/CDPH_Mold_Booklet_2021-May12.pdf)

Do you as Landlord have knowledge of any of the following on the premises?:

- Excess mold on the premises;
- Presence of mold that exceeds permissible limits;
- Sufficient reason to believe mold exists on the premises?

Yes

No

### 3.5 LEAD-BASED PAINT DISCLOSURE AND WARNING STATEMENT

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposures are especially harmful to children and pregnant women. Before renting pre-1978 housing, Landlord must disclose any known presence of lead-based paint, lead-based paint hazards, and/or records or reports of lead-based paint in the dwelling. Tenant must also receive a federally-approved pamphlet on lead poisoning prevention.

### 3.6 MODIFICATION

This Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.

### 3.7 CREDIT REPORTING DISCLOSURE

Tenant is hereby notified that a negative credit report statement may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Agreement.

### 3.8 MILITARY PERSONNEL CLAUSE / FAMILY VIOLENCE / SEX OFFENSES OR STALKING

The federal Servicemembers Civil Relief Act allows a Tenant to terminate this Agreement, under certain circumstances, if they enlist, are moved, or are drafted or commissioned in the U.S. Armed Forces. Tenants may have additional rights, under state or local laws, to terminate this Agreement early in certain situations involving family violence, certain sexual offenses, or stalking. All Parties to this Agreement shall act according to any such federal, state, or local law applicable in the jurisdiction where the Premises is located.

### 3.9 MATERIALITY OF APPLICATION TO RENT

All representations made by Tenant on the application (or like-titled document) (defined as "Application to Rent") are material to the grant of this Agreement, and the Agreement is granted only on the condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application to Rent, Landlord may deem Tenant to be in breach of this Agreement and shall be good cause for termination.

### 3.10 SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are, and shall be, subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.

### 3.11 CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. All Parties to this Agreement, including Third Party Guarantors, if any, expressly consent to the venue of the courts of the county in which the Premises is located.

### 3.12 SURRENDER OF PREMISES

Upon the expiration of the Term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof excepted. For purposes of this Agreement, Tenant has "surrendered" the Premises when: (i) the move-out date has passed and no one is living in the Premises in Landlord's reasonable judgment; or (ii) the keys and access devices listed in this Agreement have been turned in to Landlord, whichever happens first. Surrender, abandonment, or judicial eviction ends Tenant's right of possession for all purposes, and gives Landlord the immediate right to clean up, make repairs in, and relet the Premises; determine any Security Deposit deductions; and remove property left in the Premises.

### 3.13 QUIET ENJOYMENT

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant, and Tenant's performance of all Tenant's agreements contained herein, and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.

### 3.14 COMPLIANCE WITH LAWS

Tenant shall not violate any law or ordinance (federal, state, or local), or commit or permit any waste or nuisance in or about the Premises, or in any way annoy any other person residing within three hundred (300) feet of the Premises. Such actions shall be a material and irreparable violation of the Agreement and good cause for termination of Agreement.

### 3.15 ABANDONMENT

If at any time during the term of this Agreement Tenant abandons the Premises in accordance with California Code Section 1951.3, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law. Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in accordance with California Civil Code, Sections 1984 and 1985.

### 3.16 NO REPRESENTATIONS

Tenant acknowledges that Landlord has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Tenant acknowledges that Landlord does not warrant or guarantee the safety or security of Tenant or his or her guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest, invitee and Additional Occupant(s) is responsible for protecting his or her own person and property.

### 3.17 ATTORNEY / COLLECTION FEES

To the extent allowed under applicable law, should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, or a collection company to recover any financial loss, including the collection of rents or gaining possession of the Premises, the prevailing party shall be awarded its attorneys fees.

### 3.18 SEVERABILITY

If any provision of this Agreement or the application thereof shall, for any and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

### 3.19 TIME

Time is of the essence to the terms of this Agreement.

### 3.20 INDEMNIFICATION

To the maximum extent permitted under applicable law, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, Additional Occupant(s), guests, invitees, agents, or employees, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

### 3.21 DESCRIPTIVE HEADINGS

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

### 3.22 NON WAIVER

No indulgence, waiver, election, or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

### 3.23 ENTIRE AGREEMENT

The foregoing Agreement constitutes the entire Agreement between the Parties and supersedes any online, oral, or written representations or agreements that may have been made by either Party. Further, Tenant represents that he or she has relied solely on his or her own judgment, experience, and expertise in entering into this Agreement with Landlord.

## 4. SIGNATURES

THE TENANT UNDERSTANDS THAT THE EXECUTION OF THIS AGREEMENT ENTAILS AN IMPORTANT DECISION THAT HAS LEGAL IMPLICATIONS. TENANT IS ADVISED TO SEEK HIS OR HER OWN COUNSEL, LEGAL OR OTHERWISE, REGARDING THE EXECUTION OF THIS AGREEMENT. TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO IT, AND HAS BEEN GIVEN A COPY. ELECTRONIC SIGNATURES MAY BE USED TO EXECUTE THIS AGREEMENT. IF USED, THE PARTIES ACKNOWLEDGE THAT ONCE THE ELECTRONIC SIGNATURE PROCESS IS COMPLETED, THE ELECTRONIC SIGNATURES ON THIS AGREEMENT WILL BE AS BINDING AS IF THE SIGNATURES WERE PHYSICALLY SIGNED BY HAND.

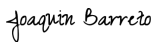
WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

TENANT(S):

Name: Kevin Wolf Sign:  Date: 03 / 30 / 2024

Name: Lana Musich Sign:  Date: 03 / 30 / 2024

LANDLORD(S):

Name: Joaquin Barreto Sign:  Date: 03 / 30 / 2024

# LEAD-BASED PAINT DISCLOSURE

## LEAD WARNING STATEMENT

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

### Landlord's Disclosure:

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii)  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i)  Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.


Tenant's Acknowledgment (initial): [ KW ] [ LM ]


- (c) Tenant has read the Lead Warning Statement above and understands its contents.
- (d) Tenant has received copies of all information listed above.
- (e) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

### Certification of Accuracy:

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

### TENANT(S):

Name: Kevin Wolf Sign:  Date: 03 / 30 / 2024

Name: Lana Musich Sign:  Date: 03 / 30 / 2024

### LANDLORD(S):

Name: Joaquin Barreto Sign:  Date: 03 / 30 / 2024



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# Protect Your Family From Lead in Your Home

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January 2020

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

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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](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## **Lead Gets into the Body in Many Ways**

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### **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.

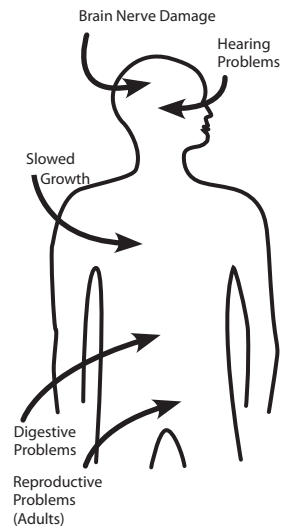
## Health Effects of Lead

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**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**

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**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

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

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

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

### Lead can be found:

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

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

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

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

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

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**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 ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

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

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

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

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

## Checking Your Home for Lead

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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.



## Checking Your Home for Lead, continued

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

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

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

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



## What You Can Do Now to Protect Your Family

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**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

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**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

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

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

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

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

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

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



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

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

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

## Other Sources of Lead

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### Lead in Drinking Water

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

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

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

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

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

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

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

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

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

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

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

## Other Sources of Lead, continued

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

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

## For More Information

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### **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](http://epa.gov/safewater) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

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

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

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

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://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

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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)**

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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)**

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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

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

EPA-747-K-12-001  
January 2020

# **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).

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