

LEASE AGREEMENT FOR 3727 IBERVILLE



1. *Parties.* This Residential Lease Agreement (“Agreement”) is entered into by and between Ciolino Investments LLC (“Landlord”), and the Tenant(s) signing below as of the latest date set forth below. There are no other parties whatsoever to this Agreement.
 - 1.1. It is understood that the term “Tenant(s)” is used in this Agreement. That term shall include the plural and shall apply to all persons, both male and female.
 - 1.2. The terms “Lessee(s)” and “Lessor” are used in this Agreement and related documents. The term “lessee(s)” shall mean “Tenant(s)”; the term “Lessor” shall mean “Landlord.”
 - 1.3. All obligations of Tenant(s) and any guarantor are liable jointly, severally, solidarily, and *in solido*. Thus, each Tenant and any guarantor is liable for the performance of this entire Agreement.
2. *Leased Premises.* Lessor has agreed to lease to Lessee(s) unit _____ at 3723 Iberville Street, New Orleans, Louisiana (“Premises”).
3. *Occupancy.* The Premises is to be occupied strictly as a residential dwelling with the following *individual(s)* in *addition* to the Tenant(s): _____, _____, _____, _____, _____, hereinafter known as the “Occupant(s).”
4. *Purpose.* The Tenant(s), Occupant(s), and Guest(s) may use the Premises only as a residential dwelling. It may not be used for storage, the manufacturing of any type of food or product, a professional service(s), short-term rentals, or for any commercial use unless otherwise stated in this Agreement.
5. *Lease Term.* This Agreement shall begin at noon on the ___ day of _____, 20___, and end at noon on the ___ day of _____, 20___ hereinafter known as the “Lease Term.”
6. *Tenant(s) Hold Over.* If Tenant(s) remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant(s) that shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. If Landlord and Tenant(s) agree to a lease renewal after the natural expiration of this Agreement, then the new agreement shall take precedence.

7. *Furnishings.* The Premises is not furnished.
8. *Appliances.* The Landlord shall provide the following appliances: range, washer and dryer, central air and heating. Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security and Performance Deposit.
9. *Subordination of Lease.* This Agreement and any interest of Tenant(s) hereunder are 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.
10. *Rent.* The Tenant(s) shall pay the Landlord in equal monthly installments of \$_____ (US Dollars) hereinafter known as the "Rent". The Rent will be due on the 1st day of every month and shall be paid via electronic bank transfer from a checking account.
11. *Non-Sufficient Funds (NSF Checks).* If the Tenant(s) pays the Rent with an instrument or an electronic draft that is not honored due to insufficient funds (NSF), there shall be a fee of \$50.00 (US Dollars) per incident.
12. *Late Fee.* If Rent is not paid on the Due Date, there shall be a penalty of 10% of the amount not paid when due. Rent is considered late when it has not been paid seven (7) days after it is due.
13. *First Month's Rent.* The First month's rent shall be due by the Tenant(s) upon the first (1st) day of the Lease Term.
14. *Pre-Payment of Rent.* The Tenant(s) shall not be required to Pre-Pay Rent.
15. *Security and Performance Deposit.* A Security and Performance Deposit in the amount of \$_____ (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions of this Agreement. The Security and Performance Deposit is to be returned to the Tenant(s) within fourteen (14) days after the end of the Lease Term less any damage charges and without interest. This Security and Performance Deposit shall not be credited towards rent unless the Landlord gives written consent.
16. *Possession.* Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security and Performance Deposit (if any) shall be returned to the

Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

17. *Access.* Upon the commencement of the Lease Term, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security and Performance Deposit.
18. *Move-In Inspection.* Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.
19. *Subletting and Short-Term Rentals.* The Tenant(s) shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant. In addition, The Tenant(s) shall not allow their Premises to be used for any short-term rentals, including but not limited to, any rentals through Craigslist or Airbnb or any other such service. A sub-letting, short-term rental, assignment or license without the prior written consent of Landlord or by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
20. *Abandonment.* If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.
21. *Assignment.* Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.
22. *Maintenance and Repair; Rules.* Tenant(s) will keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant(s) shall:
 - 22.1. Not obstruct the driveways, sidewalks, entryways, doors, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - 22.2. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - 22.3. Not obstruct or cover the windows or doors (thus, no "window unit" air conditioners are allowed);

- 22.4. Not leave windows or doors in an open position during any inclement weather;
- 22.5. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- 22.6. Keep all air conditioning filters clean and free from dirt and change at least every other month;
- 22.7. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant(s) shall not allow any sweepings, rubbish, sand, rags, ashes, feminine products, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant(s);
- 22.8. Tenant(s) family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors;
- 22.9. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors;
- 22.10. Deposit all trash, garbage, rubbish or refuse in the proper sanitary locations and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements, nor burn common household trash on the premises;
- 22.11. All motorized vehicles are to be parked in the parking spaces provided. At no time are vehicles allowed to drive or park in any front or rear yard. Broken down vehicles, or vehicles that are not road worthy, shall not be parked or stored on the Premises at any time;
23. *Parking.* The Landlord shall provide one parking space to the Tenant(s) for no additional fee.
24. *Right of Entry.* The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four hours' notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.
25. *Sale of Property.* If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner has the right to terminate this Agreement by providing 60 days' notice to the Tenant(s).
26. *Utilities.* The Landlord shall provide the following utilities and services to the Tenant(s): water and sewer. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

27. *Alterations.* The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord.
28. *Repairs.* The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors and CO2 detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. Requests for repairs should be made to Landlord by using the contact form at 3727iberville.com.
29. *Early Termination.* The Tenant(s) shall have the right to terminate this Agreement at any time by providing at least 60 days' written notice to the Landlord along with an early termination fee of one-month's rent. During the notice period for termination the Tenant(s) will remain responsible for the payment of rent.
30. *Pets.* The Tenant(s) shall have the right to ____ [# of Pets] pet(s) on the Premises consisting of _____
[Types of Pets Allowed] that are not to weigh over ____ pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$_____ (US Dollars) that is refundable unless there are damages related to the pet non-refundable. The Tenant(s) is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the property to its original condition at their expense.
31. *Noise/Waste.* The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.
32. *Guests.* There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.
33. *Smoking Policy.* Smoking inside the Premises is strictly prohibited. Smoking is allowed outside the Premises, but only in the backyard and away from the entry doors to other units.
34. *Compliance with Law.* The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, Parish, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

35. *Default.*

35.1. If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

35.2. The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

35.3. Tenant(s) understand that any breach of this Agreement may be reported to national credit or tenant reporting agency. If so, this negative information may be available to future landlords, managers, lenders, and creditors who request it.

36. *Multiple Tenant(s) or Occupant(s).* Each Tenant(s) is jointly, severally, and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, each Tenant(s) is considered the agent of the Premise for the service of process.

37. *Disputes.* If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

38. *Severability.* If any provision of this Agreement or the application thereof shall, for any reason 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.

39. *Surrender of Premises.* The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.
40. *Signs & Access.* Lessor reserves the right to post on the premises "For Sale" signs at any time and "For Rent" signs at any time 30 days prior to expiration of the lease. Lessee will also permit Lessor, his agents and/or representatives to have access to the premises for the purpose of inspection, sale or leasing at reasonable intervals between the hours of 8:00 am to 8:00 pm. If Lessee refuses request for access, this shall constitute a violation of the Agreement.
41. *Retaliation.* The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.
42. *Waiver.* A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.
43. *Equal Housing.* Landlord does not and shall not discriminate on the basis of any category or class protected by law. If the Tenant(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.
44. *Safety and Security.*
 - 44.1. *Fire Extinguishers.* The Tenant(s) shall provide and maintain at least one fully-operational fire extinguisher on the Premises. Such fire extinguisher(s) shall be stored in a place known to and visible to Tenant(s), Occupants, and Guests.
 - 44.2. *Vent Hoods.* Tenant(s) shall utilize vent hoods when operating the stove and oven in the kitchen to vent any noxious smells and gases to the exterior.

- 44.3. *Hazardous Materials.* The Tenant(s) agrees shall not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- 44.4. *Firearms.* If Tenant(s) possess firearms on the premises, such firearms shall be stored and used with extraordinary care. Tenant(s) shall store such firearms in a locked cabinet without access by minors. All cartridges brought on the premises shall not have the capacity to penetrate the walls of the Premises.
- 44.5. *Smoke, and CO2 Alarms.* Landlord will provide operational smoke and CO2 alarms at the commencement of the Agreement, including by providing fresh batteries. Thereafter, Tenant(s) shall assure the continuing operability and working condition of such alarms by periodically testing the alarms and replacing the batteries in them.
- 44.6. *Security Cameras, Equipment, and Alarms.* Landlord may advertise the availability of, and may use on the Premises, security cameras, video recording equipment, and video monitoring equipment. Landlord may also advertise the availability of, and may use on the Premises, burglar or security alarms. If so, Landlord provides such cameras, equipment, and alarms only as a courtesy and convenience; Landlord is not obligated to monitor or to maintain such cameras, recording equipment, or alarms.
- 44.7. *Locking of Doors and Windows.* Tenant(s) shall lock the doors and windows of the Premises and any vehicles parked on the premises. Tenant(s) shall securely lock any bicycles stored on the Premises.
- 44.8. *No Warranty of Safety and Security.* Landlord does not warrant the safety and security of Tenant(s) or that property of the Tenant(s) will not be stolen or damaged by third persons.
45. *Waterbeds.* The Tenant(s) shall not have the right to use a waterbed on the Premises.
46. *Indemnification.* The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.
47. *Covenants.* The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

48. *Attorneys' Fees and Legal Fees.* Should it become necessary for Landlord to engage a lawyer, including a lawyer who is an owner or member of Landlord, to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee. The tenant further agrees to pay \$100 for each eviction filed for non-payment of rent or breach of contract.
49. *Waiver of Notice.* Upon termination of the right of occupancy for any reason, Tenant(s) hereby expressly waives notice to vacate premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.
50. *Notices.* Any notice to be sent by the Landlord or the Tenant(s) to each other shall use the following email or mailing addresses:

Landlord's or Agent's Mailing Address and Email Address:

Dane S. Ciolino
Ciolino Investments LLC
18 Farnham Pl.
Metairie, LA 70005
dane@daneciolino.com

Tenant(s)'s Mailing Address and Email Address:

51. *On-Site Manager.*
- The Landlord currently has an on-sight manager. Landlord, however, has no obligation to maintain an on-site manager and may choose in the future to no longer have an on-site manager.
- The Landlord does not have an on-site manager.
52. *Premises Deemed Uninhabitable.* If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.
53. *Mold-Related Hazards Notice.* An informational pamphlet regarding common mold-related hazards that can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. Tenant(s) acknowledge that Landlord has

provided notice of the EPA website enabling Tenant(s) to obtain information regarding common mold-related hazards.

54. *Lead Paint.* The Premises was built prior to 1978. Landlord has provided a lead-based paint disclosure to Tenant(s) at 3727iberville.com. Each Tenant(s) has reviewed that disclosure. Tenant(s) will sign the lead-based-paint-disclosure form attached hereto.

55. *Governing Law.* This Agreement is to be governed under the laws located in the State of Louisiana.

56. *Additional Terms and Conditions.*

57. *Entire Agreement.* This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

58. *Modification.* The parties hereby agree that 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.

59. *No Recording of Agreement.* Tenant(s) shall not record this Agreement on the public records of any public office. In the event that Tenant(s) record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

60. *Megan's Law Disclosure.* As required under Louisiana law, Landlord hereby notifies Tenant that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at www.lasocpr.lsp.org/socpr/ and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA, 70896. Tenant(s) may also e-mail State Services at SOCPR@dps.state.la.us for more information.

61. *Electronic Signatures and Copies.* Landlord will provide a copy of this Agreement to Tenant(s) by email only. Landlord and Tenant(s) agree that a digital signature shall be effective to prove assent to and to prove all terms of this Agreement. Furthermore, Landlord and Tenant(s) agree that the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format (“PDF”) or other digital format, and that no “original” hard-copy document shall be retained by Landlord or Tenant(s) to prove the terms of this Agreement.
62. The parties have agreed and executed this agreement on the dates set forth below.

Landlord’s Signature _____
For Ciolino Investments LLC

Print Name: _____

Date: _____

Tenant’s Signature _____

Print Name: _____

Social Security No.: _____

Date: _____

Tenant’s Signature _____

Print Name: _____

Social Security No.: _____

Date: _____

Tenant’s Signature _____

Print Name: _____

Social Security No.: _____

Date: _____

Tenant's Signature _____
Print Name: _____
Social Security No.: _____
Date: _____

I hereby guarantee and assume solidary liability for all obligations of Tenant(s) under this Agreement.

Guarantor's Signature: _____
Print Name: _____
Email Address _____
Date: _____

63. *Amounts (\$) Due at Signing*

Security and Performance Deposit: \$ _____
Pet Fee(s): \$ _____
Total Amount Due at Signing: \$ _____

*** END OF LEASE AGREEMENT FOR 3727 IBERVILLE ***

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date