



Welcome Home!

Lease Agreement Summary

Lease Begins on _____ and ends on _____

Lease Holders:

Summary of Payments

Monthly Rental Amount _____ Security Deposit _____ Monthly animal Rent

Non-Refundable animal Fee _____ Renters Insurance _____

Pro-Rated Rent (due on the 1st of month 2 of your lease) _____

Move in Specials (if applicable) _____

Policy Reminders

- Rent is due on the 1st of the month
- A late fee equal to 10% of the rent is assessed on the 5th
- Unless included with rent or a monthly flat fee, all utilities must be in your name prior to the lease start date
- All communication must be documented in writing, and submitted using your Tenant Portal



LEASE AGREEMENT

(1) This agreement is made on this ____ day of _____, _____ between IRONSTONE MANAGEMENT GROUP, DBA Ironstone, hereinafter referred to as LANDLORD, and _____ hereinafter referred to as TENANT, its heirs, estate or legally appointed representative, concerning the lease of the following property:

(2) **TERM OF LEASE:** _____ TO _____

TENANT shall not be legally able to obtain possession of the property for which this lease agreement refers, until the security deposit, first month's rent, and/or animal fees are paid electronically in full and clear the bank account of LANDLORD. Additionally, renters' insurance must be in place, and all tenant-paid utilities must be placed into Tenant's name. TENANT may not take possession of premises until the property is vacated by the previous tenant.

(3) **OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: _____

(4) **RENT:** TENANT agrees to pay the monthly rent amount of \$_____ as rent on the 1st day of each month in advance without demand. Rent payments must be paid online using the Rent Manager TENANT Portal. Online payments to LANDLORD do not constitute LANDLORD'S acceptance of rent. Partial rent payments may be accepted at LANDLORD'S discretion, without affecting LANDLORD'S right to pursue all legal remedy for full rent and additional balances due. LANDLORD reserves the right to end TENANT'S online rent payment or de-activate the TENANT portal at any time, for any reason. All residents are subject to a \$10.00 administrative fee for monthly rent collection. This administrative fee is waived with online rent payments.

(5) **LATE FEE POLICY:** Rent must be RECEIVED by LANDLORD or its designated agent on or before the 1st day of each month. The Rental amount due shall increase by 10% if rent has not been received on or before the 4th calendar day of each month. No exceptions are made for postmarked dates of payments, whether the 4th day of the month is a business day, holiday, etc. We reserve the right to file evictions immediately upon the expiration of the 5 day notice.

(6) **RENT PAYMENT:** Online rent payments can be made with a routing and account number, credit/debit card or a money order through Appfolio – these transactions may incur an additional fee. Rent must be paid online using the AppFolio tenant portal. Rent that is deemed late is required to be paid via certified funds, using Pay Near Me Services. TENANT will be responsible for obtaining instructions to properly use Zego cash pay option to pay outstanding balances on their account. Rent payments made after the 5th of the month must be paid via certified funds. Rent payments made before the 6th of the month can be made with a personal check. Following 2 returned payments in a 12 month period, rent will only be accepted via certified funds.



(7) If rent is not received by the 5th day of each month, LANDLORD may serve a Five-Day Notice on the next day or any day thereafter as allowed by law. LANDLORD reserves the right to accept partial rent at LANDLORD's discretion, without waiving LANDLORD's right to the full rent due including any remaining balances and/or rent due under the terms of this lease. TENANT agrees that 5 Day Notices may be delivered electronically. Should LANDLORD be required to post notice, TENANT shall be assessed a trip fee of \$50.00 per occurrence to offset LANDLORD's time, efforts and certified mailing of Five-Day Notice. LANDLORD reserves the right to file evictions immediately upon the expiration of the 5 day notice, and may, at LANDLORD's discretion, determine whether or not funds will be accepted following the eviction. If funds are accepted, they must include 1) The full balance owed, 2) the eviction filing fee (\$350), 3) funds must be paid via cashiers check or money order. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. If rent is late 3 times within one 12 month period, LANDLORD may terminate this lease due to cause, with 30 Day written notice to the TENANT. All notices by TENANT to LANDLORD shall be sent to LANDLORD in writing, via email to: leasing@ironstonemanagementgroup.com

(8) **COMPANY POLICY:** Our company policy can be found on our website by visiting ironstonemanagementgroup.com. All tenants are expected to review this policy, and agree, by signing this lease agreement, that they understand said company policy, which may be subject to change. Company Policies are Governed by your Lease. **All Communication Must be in writing:** We require all communication to be documented in writing. The best way to do this is to send a text or email-this is for your protection as well as ours! We respond to all written communication within 5 business days, but our typical turnaround time is much quicker. The best/fastest way to get a response from our team is to text or email us. Leaving multiple voicemails will not warrant a quicker response. If you have an emergency maintenance request, you can call our office and select option 3, which will route you to our emergency maintenance team. The ONLY classified maintenance emergencies are: 1) Water discharging into your property, 2) No Heat in the winter with excessively cold outside temperatures, 3) No AC in the summer with excessively hot temperatures, 4) Fire. **Maintenance Requests/Work Orders:** All maintenance requests/work orders must be submitted through your Tenant Web Access portal. This is the only way that we can guarantee that they will be assigned to the right person! Please note that Ironstone Management Group works exclusively with third party contractors-these contractors are not employees of Ironstone Management Group. Once we have dispatched the work order to the appropriate vendor, it will be THE TENANT'S responsibility to let us know if you do not hear from the contractor within a reasonable period of time (typically 3 days for non-emergency work orders), or if the work order was not adequately resolved. If you do not receive scheduling communication from the vendor within 3 days, please send an email to leasing@ironstonemanagementgroup.com to let us know so that we can follow proper protocol and reassign the work order. Our vendors work during normal business hours. You are responsible for accommodating their schedule and availability. If you cannot accommodate their scheduling requests, we reserve the right to provide them with access to your unit and provide one day's notice prior to entry. If you have animals, they do need to be secured while contractors are on site. If you need special scheduling accommodations outside of normal business hours, you can do so by paying the contractors additional trip fees for servicing your work order outside of business hours. **Move In/Move Out:** If you try to access your unit prior to signing a lease and paying the holding fee, you will assess with a \$100 fine. **Door Codes:** We take security very

Tenant initials required on each page



seriously. Because of this, we do not give out keys to front doors. We create unique codes for each resident- depending on your move-in timeline, you may choose this code, or we may choose this code for you. We ask that you DO NOT provide your door code to anyone who is not a leaseholder, or a member of our team. Should you need your door-code changed after move in, due to preference or a breach in security, you will be assessed a \$75 trip fee to do so. **Changes to Named Lease Holders:** If you need an individual to be added or removed from the lease, there is a \$350 administrative fee prior to doing so. Remaining TENANTs must qualify for the property on their own prior to LANDLORD accepting the change, and may be subject to new screening, including, but not limited to, paying an application fee, undergoing a nation wide credit, criminal and background check, and verifying that income meets the 3x monthly rent requirement. Once this fee has been collected, LANDLORD will begin working on the necessary paperwork to add/subtract lease holders. If you are wanting to add a new individual to the lease, the individual does need to apply through Ironstone to be screened/approved. **Security Deposit Processing:** we have 60 days to process your security deposit from the date that your lease end(ed). If there are claims to be made, we will coordinate that turnover work, and will refund the balance of your deposit to you via certified mail once we've received all invoices.

- (9) **UTILITIES AND OTHER RESPONSIBILITIES:** The responsibility for utilities and other essential lease-related responsibilities are listed below. The TENANT agrees to bear responsibility for all items checked "TENANT" and agrees to have all accounts for utilities immediately placed in TENANT'S name with accounts kept current through the lease term. If the utilities for which TENANT is responsible are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated, and TENANT agrees to reimburse LANDLORD for any associated costs as additional rent.
- (10) **REASONABLE LAWN CARE (where applicable):** If lawn care checked above is a TENANT responsibility, this lease shall define reasonable care as watering during all days/times allowed by city or local ordinance and necessary to the health of the lawn. If the home is equipped with a sprinkler system, this watering responsibility shall be independent of the sprinkler system functioning. If the system malfunctions, or ceases to operate properly, TENANT(s) must notify LANDLORD immediately of said problem(s) with sprinkler system, but TENANT is not absolved of the watering responsibility under any circumstances. Reasonable care includes but is not limited to: mowing, trimming, edging, weeding, fertilizing and any other needs of the lawn. Regardless of the condition in which you receive the lawn, REASONABLE LAWN CARE shall result in improvement of the lawn during your tenancy. REASONABLE LAWN CARE includes snow removal during the winter. If TENANT is responsible for snow and ice removal from the premises, TENANT shall keep the walkways and driveways clear of ice, snow and debris within 24 hours of any snowfall. LANDLORD shall not be liable for any damage to persons or property in any way connected with snow, ice or debris at the property. Reasonable lawncare includes but is not limited to the following: keeping yards, walkways, patios and decks clear and to keep property free of junk and debris. Tree pruning that compromises the integrity of the property shall be the LANDLORD's responsibility to address.



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- (11) **SECURITY:** TENANTS are solely responsible for their own safety and security at the property. TENANT has inspected the property and determined to their satisfaction that smoke detectors, window locks/latches, door locks/latches, and any/all other security devices at the property are adequate and in good working order. LANDLORD does not test/inspect security devices unless written notice has been provided that security devices (including locks and latches) are not properly functioning. TENANT agrees that LANDLORD does not assume any legal duty to ensure the safety of TENANT or TENANT'S personal property. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agents or representatives guarantee, warrant or assume any personal security of TENANT. TENANT is best situated of all parties to determine and assess risk of loss and to protect TENANT and TENANT'S personal property against such loss. Any efforts by LANDLORD in regard to security is voluntary and not obligatory.
- (12) **AS-IS:** The following equipment and/or appliances are "as is". LANDLORD and TENANT(s) agree(s) LANDLORD is under no obligation to fix, repair, or replace the following:
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- (13) **ANIMALS:** TENANT shall not keep animals or animals in or around the rental premises without LANDLORD'S prior written approval and a animal ADDENDUM signed by all parties. TENANTS with animals must pay a non-refundable animal fee of \$350.00 per pet. No more than three animals are permitted at any property. Service animals must be disclosed to the landlord, are subject to screening, and will not be approved without a Reasonable Accommodation Request and appropriate written documentation from a local physician. No aggressive breeds are allowed at the premises. Property is subject to being de-fleaded and de-ticked at TENANTS expense following move out, at the discretion of the LANDLORD. TENANT must clean up after their pet. Not doing so will result in a \$50.00 fine per occurrence. Failure to clean up after a animal following move-out will result in a security deposit claim not less than \$200.00 for the cost of animal clean up. Animal addendum is attached and made part of this lease. Any lease violations against the pet addendum will be subject to a \$150.00 Lease Violation Fee.
- (14) **ASSIGNMENTS:** TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.
- (15) **APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement, and LANDLORD may terminate the tenancy immediately with written notice to the TENANT.
- (16) **FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, installing hooks, or nails in woodwork, installing nails or hooks in the walls (other than those designed to hold normal picture hangings), making alterations,



additions, or improvements, and if permission is granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

- (17) **USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and shall not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. Trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises are not allowed without prior written permission and evidence of insurance.
- (18) **RENTER'S INSURANCE REQUIRED, RISK OF LOSS:** All TENANT'S personal property shall be at the risk of TENANT or LANDLORD thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes, or the failure of the roof. TENANT agrees to maintain renter's insurance coverage for the duration of their occupancy at this property.
- (19) **DEFAULT:** The following items constitute default under this agreement: (a) Failure of TENANT to pay rent or any additional rent when due; (b) TENANT'S violation of any other term, condition, or covenant of his lease and if applicable, attached rules and regulations, condominium by-laws, or neighborhood deed restrictions; (c) failure of TENANT to comply with an Federal, State and/or Local laws, rules and ordinances; or (d) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises. Upon default, TENANT shall owe LANDLORD rent and all sums due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Colorado law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Re-taking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT breaches this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT shall be responsible for any leasing fee or commission charge which LANDLORD may incur in attempting to re-lease the premises through a licensed real estate company.
- (20) **ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT. In the event of a breach of this agreement, the breaching party shall pay the non-breaching party's attorney's fees.



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(21) **VEHICLES:** All vehicles located at the premises must be currently registered, owned by TENANT, operational and properly parked. TENANT agrees to abide by all parking and vehicle-related rules established now or in the future by LANDLORD or the condominium/homeowners association rules, if applicable. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT'S expense. TENANT agrees to indemnify LANDLORD for any expenses incurred due to towing of any vehicles belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises: _____

(22) **MAINTENANCE/INSPECTION:** TENANT agrees that TENANT has fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean, and TENANT able condition throughout the tenancy; keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, remove all garbage in a clean and sanitary manner. TENANT shall have 7 days following the lease start date to turn in a move-in condition form documenting any concerns to the condition of the property. If said form is not turned in within 7 days of the lease start date, tenant agrees that there are no existing damages to the property, property has been professionally cleaned, carpets have been professionally cleaned, and there are otherwise no defects or issues with the condition of the property. In the event TENANT or TENANT'S guests or invitees or any other third party causes any damage to the premises, LANDLORD may, at its option, repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same at TENANT'S expense. -TENANT shall be fully responsible for maintaining: LOCKS/KEYS, SCREENS, WINDOWS, DOORS, SMOKE ALARM BATTERIES, HEAT AND AIR CONDITIONING FILTERS, and additional items as noted per paragraph 7 above. Should any part of the premises be damaged, vandalized or otherwise destroyed during TENANT'S lease or occupation of the property, regardless of who caused said damage, vandalism or destruction, TENANT individually or through their renter's insurance policy shall be solely responsible for repair or replacement in order to maintain the property in the condition in which it was received. IF HEAT/AC FILTERS ARE IN NEED OF REPLACEMENT DURING ANY INSPECTION BY LANDLORD OR TENANT'S AGENT, TENANT AGREES TO PAY FOR A VENDOR SENT BY LANDLORD OR LANDLORD'S AGENT TO REPLACE SAID FILTERS. TENANT agrees that LANDLORD may install a lockbox at the property anytime. TENANT agrees that LANDLORD may provide vendors access to the property to perform repairs the LANDLORD deems essential. TENANT shall make prompt and reasonable efforts to mitigate any water damage to the property in the event of a leak, to include use of towels, shop-vac, turning off water valves, etc., without reimbursement for time and/or efforts incurred by TENANT. If the leased property is one which requires a Residential Fire Safety Equipment Report (or any similar required form) as required by the local governing bodies, TENANT agrees to return completed form to LANDLORD within 72 hours of LANDLORD'S request. Failure to comply may be subject to a \$50 per day fine until the required form is received. In the event a major repair to the premises must be made which will necessitate TENANT vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises, holding LANDLORD harmless for any damages



suffered, if any. TENANT shall notify LANDLORD immediately and in writing of any maintenance needed, and any repair requests. TENANT agrees to immediately test the smoke detector upon taking possession of the property and shall maintain the same.

- (23) **MILITARY ESCAPE CLAUSE:** Termination prior to completion of the original lease period is allowed for military personnel producing copy of (PCS) permanent change of station orders requiring transfer prior to the expiration of such period, but not for deployment, transfers for (TDY) temporary duty, discharge or release from active duty. Fifteen (15) days written notice before rent is due is required. No pro-ration is allowed for partial months. This clause applies to the military member only, and all other TENANTS on the lease remain subject to the full terms of the lease.
- (24) **POSSESSION:** If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date as the result of another occupant occupying the premises, TENANT's right to take possession per this lease shall be postponed until premises are vacated by individual(s) occupying the property. Rental amount owed shall be refunded at a pro-rated rate of one-thirty (1/30th) per day. Tenant may, at Tenant's sole discretion, terminate this Lease by giving Landlord a written notice of such termination, whereupon Landlord shall return all prepaid rent and deposit to Tenant. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.
- (25) **ELECTRONIC DELIVERY:** TENANT agrees that all notices may be delivered electronically via the email on file provided by TENANT. This includes, but is not limited to, leases, lease renewals, lease violations, lease non-renewals, 5 day notices, pest control notices, and notices of landlord entry. Electronic delivery may include email, TENANT Portal communication, or text message.
- (26) **LEASE VIOLATIONS:** If a lease violation occurs, TENANT will be issued first violation and assessed a \$100.00 Lease Violation Fine and will be given five (5) days to cure said violation. Should the violation arise again, the Second occurrence will incur a \$250.00 fine. If a third violation is issued, this poses grounds for immediate termination of the lease with 72 hour written notice to the TENANT. Lease terminations due to evictions or lease violations will result in the forfeiture of TENANT's security deposit.
- (27) **NOTICE TO VACATE/ IMPROPER TERMINATION FEE:** TENANT agrees that to terminate this lease agreement at the end of the minimum term, at least thirty (30) days written notice via email must be given to LANDLORD prior to the expiration of the minimum term of the lease or if TENANT's lease expires and becomes a month-to-month agreement, thirty (30) days written notice to vacate is required prior to the end of any month. TENANT must communicate with LANDLORD in writing confirming once TENANT has completely vacated the property. Failure to properly notify the LANDLORD of move-out will result in holdover rent charges. If no written notice is given, LANDLORD shall be deemed to have actual notice of TENANT's intention to vacate as of the date LANDLORD takes possession of the premises. LANDLORD may terminate this agreement without

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cause by giving TENANT five (5) or more day's written notice prior to the end of the minimum term or, thereafter, five (5) or more days prior to the end of any month. LANDLORD may terminate this agreement with or without cause as provided by Law. If proper notice is not given and/or, if TENANT fails to complete the minimum lease term, TENANT agrees to pay LANDLORD an Improper Termination Fee equal to the forfeiture of the security deposit plus one additional month's rent. A sixty (60) Day Written Notice to terminate the lease before the expiration as outlined in this lease agreement is required, in addition to the Improper Termination Fee listed, which equals forfeiture of the security deposit, plus one month's rent. Personal property left behind following communication of the tenant that they have vacated the property will be disposed of at the tenants' expense.

(28) **VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all unit keys, leaving other equipment such as garage door openers, mailbox keys, etc. in the unit. TENANT shall leave the premises in the same condition in which it was received, ordinary wear and tear excepted. TENANT agrees to have the carpeting PROFESSIONALLY cleaned upon move-out, and to provide a receipt from a reputable carpet cleaning company, or TENANT will be charged a minimum carpet cleaning fee of \$350. TENANT agrees to have the home PROFESSIONALLY cleaned upon move-out, and to provide a receipt from a reputable cleaning company, or TENANT will be charged a minimum cleaning fee of \$350. In the event all keys, openers, access cards and other leased equipment are not returned upon move-out, TENANT will be charged a minimum of \$40.00 per key, opener, parking pass, fob etc. If TENANT fails to vacate after the initial term, or any successive lease extension periods, TENANT shall additionally be held liable for holdover (double) rent. Holdover tenancy (defined as a tenant staying past the lease expiration or agreed upon move-out date). Holdover rental rate is calculated by pro-rating the daily rent, then multiplying by 3x. For example, if the monthly rental rate is \$1500.00, and TENANT stays three (3) days past the expiration of the lease, the rental amount owed will be pro-rated at \$150.00/day (daily pro-ration \$50/day, times 3).

(29) **MONTH-TO-MONTH TENANCY/RENEWAL:** If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and may be terminated by TENANT by giving written notice not less than 30 days prior to the end of any monthly payment period or may be terminated by LANDLORD by giving written notice not less than 30 days prior to the end of any monthly payment period. All other conditions of this lease shall remain in effect. If a lease defaults to a month-to-month option, the month-to-month rental rate will automatically be assessed at 150% the current rental rate for properties over a rent rate of \$1,000 monthly, and 125% the current rental rate for properties under a rent rate of \$1,000/monthly, effective immediately following the end of the previous term, and the beginning of the new month-to-month term. If LANDLORD and TENANT agree to extend any lease period, both parties shall sign an extension addendum indicating the same. If TENANT requests, and if LANDLORD agrees to add or subtract any TENANTS from the lease, TENANT agrees to the following: a) A \$300 administrative fee to be paid prior to any lease extension, b) Any new TENANT(s) must complete a rental application, pay the application fee and be approved



prior to the extension, c) Any TENANT(s) wishing to be removed from the lease must sign all applicable release documents, and remaining TENANTs must sign all applicable documents as required by LANDLORD.

- (30) **NO SMOKING POLICY:** TENANT, or TENANT'S family or guests shall not smoke within premises. This includes smoking cigarettes, cigars, pipes, e-cigarettes, vapes, marijuana, or any other smoking device. This policy is in effect desired to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking. TENANT acknowledges that LANDLORD'S adoption of a no smoking policy does not make the LANDLORD the guarantor of the TENANT'S health or of the smoke-free condition of the premises. Smoking of any kind is never allowed on the property. This rule extends beyond smoking in the unit and includes all residents and guests, ie smoking is not allowed in the house or on the yard or common areas. Smoking must be off the property and at least 25 ft. away from any neighboring residence. Smoking is grounds for immediate termination of the lease. Growing marijuana is not permitted at any property.
- (31) **RIGHT OF ENTRY:** LANDLORD, upon written notice of one day in advance of entry has the right of entry into the premises for showing, repairs, appraisals, inspections or any other reason. LANDLORD may enter the premises immediately, if emergency entry is required to protect the property or to protect or preserve the premises or upon apparent abandonment. Entry to the premises may not be withheld or frustrated by TENANT for any reason, to include a claim that TENANT did not receive an email sent by LANDLORD. TENANT shall not alter or add locks without prior written consent, and, if consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place For Sale or For Rent signs on the premises at any time. TENANT must cooperate with LANDLORD in allowing LANDLORD to show premises to prospective TENANTs or purchasers during the 30-day notice period. FAILURE TO COOPERATE WITH LANDLORD AND ALLOW ACCESS TO THE PROPERTY DURING THE 30 DAY NOTICE PERIOD SHALL RESULT IN A \$200 PENALTY PER INCIDENT ASSESSED TO TENANT AS ADDITIONAL RENT.
- (32) **CONDEMNATION and ACTS OF NATURE:** If for any reason the premises are condemned by any governmental authority or damaged through fire, act of nature, or accident, or malfunction, this lease shall cease and terminate at LANDLORD'S option as of the date of such condemnation or destruction and TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation or destruction. If property is only partially destroyed or damaged, and LANDLORD opts to repair the home, such repairs shall be made by LANDLORD without unreasonable delays, and there shall be a rent credit offered to the tenant, proportional to the percentage of the home that is not habitable.
- (33) **WARRANTY OF HABITABILITY:** If the property becomes uninhabitable, as the result of a repair that the OWNER is unable to make that infringes upon TENANT'S Warranty of Habitability,



LANDLORD may give TENANT a 72 Hour Notice to Vacate. LANDLORDS are required to make a reasonable effort to mitigate water and/or heat issues once reported by the TENANT. While major repairs are always addressed as timely as possible, per law, LANDLORD has fourteen (14) days to completely resolve No Heat (in winter), No AC (in summer), or No Hot Water related work order requests.

(34) **EMERGENCY WORK ORDER REQUESTS:** The ONLY work orders that constitute an emergency work order are the following: No heat in the winter, no AC in the summer, water discharging where it does not belong, gas leaks and fire. A water heater failure is not an emergency but will be addressed as soon as possible. Emergency work orders must be submitted using the TENANT portal, and called/texted by contacting the office at 918-215-4747, and selecting the option for emergency maintenance. If the call goes unanswered a voicemail is required to be left by the TENANT. Broken appliances are NOT an emergency. Non-functional refrigerators, microwaves, dishwashers, disposals, washers or dryers will not be treated as emergencies. Furthermore, appliance repair part orders can be on back order, and contractors may have scheduling conflicts, and be unable to get out immediately. LANDLORD is not responsible for loss use of appliances, or food lost as the result of a broken appliance.

- a. No Heat in the winter: This is ONLY an emergency when the temperature of the property drops below 58 degrees, and/or when the outside temperature is forecasted below 50 degrees for more than 3 consecutive days.
- b. No Air Conditioning in the summer: This is ONLY an emergency when the temperature of the property will not drop below 80 degrees, and/or when the outside temperature is forecasted above 90 degrees for more than 3 consecutive days
- c. Contractors for the above-mentioned repairs will be sent out at their soonest business-day availability following the report of the work order. If TENANT would like contractor to address the work order on a night/weekend/holiday, TENANT is welcome to do so by remitting a payment in the amount of \$175.00 via their Rent Manager TENANT Portal to offset the cost of the contractor's increased night/weekend/holiday rate.

(35) **RESPONSIBILITIES OF TENANT:** Keep the premises which TENANT occupies and uses as safe, clean and sanitary as the condition of the premises permits. TENANT agrees to dispose from premises garbage, trash and other waste in a safe, clean and sanitary manner. TENANT shall keep all plumbing fixtures in the dwelling unit or used by TENANT as clean and sanitary as their condition permits. TENANT shall fix clogged toilets and sinks, leaky faucets, shower heads, and water spigots that are not reported within 30 days of move-in. TENANT shall use in a safe and nondestructive manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises. TENANT is solely responsible for purchasing/changing air filters on heating/cooling units every 60 days to allow for proper heating and cooling. TENANT shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person, animal or animal to do so. TENANT shall not engage in conduct or allow any person or

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animal or pet, on the premises with the express or implied permission or consent of TENANT, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other tenants. TENANT shall comply with any covenants, rules, regulations or ordinance issued or promulgated by LANDLORD or any rental authority in accordance with applicable Oklahoma or Colorado law. TENANT shall not engage in criminal activity that threatens the health, safety right of peaceful enjoyment of the premises by other tenants or is a danger to the premises, and not engage in any drug-related criminal activity on or near the premises either personally or by any member of Tenant's household or any guest or other person under Tenant's control. Should TENANT be engaged in any criminal activity, lease will be immediately and automatically terminated with 24 hour written notice. TENANT shall be responsible for remedying and/or ordering the extermination of bugs, mice, spiders, flies, ants, etc. unless reported within the first thirty (30) days of occupancy of the Premises. TENANT shall help in preventing the freezing of pipes. TENANT agrees that when the temperature outside falls below 32°F, TENANT shall be responsible for the following: 1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and 2) leave the faucets dripping. In general, for a Single Family Home the tenant is responsible for most minor maintenance. TENANT is responsible for minor items such as maintenance of toilets, sinks, disposals, water softeners, sink or toilet clogs/backups, dripping faucets, changing furnace filters, pest control, light bulbs, smoke detector batteries, digital deadbolt batteries, etc. Exterior maintenance is also generally the tenant's responsibility: lawn care, raking, weeding, maintaining shrubbery, snow/ice removal, removing hoses from outside faucets in the fall, replacing broken sprinkler heads and maintaining proper water coverage, etc. Note: Any repairs deemed to be remedied for less than \$100 and NOT in need of a state licensed professional shall be borne by the tenant. Most of these repairs are considered wear items and are expected to be replaced. Note: A service charge of \$150.00 will be assessed to any tenant that puts in a maintenance request that gets scheduled and then does not show for the appointment. This rescheduling service charge is imperative, since most professional vendors will not make a service call for free, and LANDLORD shall not be held responsible for payments resulting from missed appointments. TENANT agrees that any violation of these provisions shall be considered a breach of this Lease.

- (36) **WAIVERS:** The rights of LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not be considered a waiver of said right and shall not operate to forfeit any of the rights allowed by this lease or by law.
- (37) **TERMINATION:** Failure of TENANT, guests and invitees of either TENANT or guests to comply with any term of this lease agreement is grounds for termination of the tenancy, with appropriate notice to TENANT and with appropriate legal proceedings as required by law.
- (38) **INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by TENANT, his agents, family or guests. TENANT, at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities, and expenses which can



be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect, or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

- (39) **DISPUTES AND LITIGATION:** TENANT agrees that if the premises are being managed by an agent for the record LANDLORD, TENANT agrees to hold agent, its heirs, and employees and assigns harmless and shall look solely to the LANDLORD or owner of record of the premises in the event of a legal dispute.
- (40) **INJURY:** In the event of any significant injury or damage to TENANT, TENANT'S family, or TENANT's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by TENANT to LANDLORD at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease
- (41) **INTEGRATION:** This lease, exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.
- (42) **MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.
- (43) **APPEARANCE:** Apartments: For TENANTS residing in apartment complexes. Seasonal decorations shall be permitted on balconies/patios of each TENANT's unit but must not exceed seasonal holiday guidelines. Seasonal guidelines are as follows: Seasonal decorations must be taken down within 30 days following holiday. For example, if there are Christmas decorations on a patio, or visible from outside the unit, they must be removed by January 25th. Indoor furniture, swimming pools, trampolines, grills and BBQs are not permitted on patios of apartment units. The only items permitted on patios are plants and patio furniture. Plants may not be suspended from banisters or hanging from patio ceiling. Hanging/strung lights are not permitted.
- (44) **RADON GAS:** State law may require the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may



present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

- (45) **RENTAL APPLICATION:** TENANT acknowledges that the statements and representations made on the signed rental application for said property are true and are deemed part of this lease. Falsifying any items as part of the application process, including, but not limited to, rental history, income verification, eviction history, credit, criminal or background information, shall constitute a breach hereof, and cause automatic termination of this lease.
- (46) **ABANDONED PROPERTY:** If at any time during the term of this Agreement TENANT abandons the Premises or any part thereof, LANDLORD may, at LANDLORD's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to TENANT for damages or for any payment of any kind whatever. LANDLORD may, at LANDLORD 'S discretion, as agent for TENANT, re-lease the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at LANDLORD's option, 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 such re-letting. 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 any manner LANDLORD shall deem proper and LANDLORD is hereby relieved of all liability for doing so. Abandonment includes, but is not limited to, eviction proceeds resulting in lock change, signs of abandonment such as excessive junk/trash, and/or discontinuation of payment of rent or utilities. Property is deemed abandoned once eviction filings are finalized and/or once utilities are no longer on and in TENANT's name. TENANT forfeits right to retrieve property once notice to vacate period has expired, and/or once eviction proceedings have passed the point of lock change/granted access and entry.
- (47) **PRORATED FIRST MONTH'S RENT:** If TENANT moves into a property on any day other than the 1st of the month, TENANT shall pay a FULL month's rent at move-in, and the pro-rated amount shall be due the 1st day of the following month, as outlined on page 1 of this lease agreement. All funds must CLEAR no later than the start of the first day of the lease. TENANT shall not be given possession of the property until move-in funds clear LANDLORD'S bank account.
- (48) **INCREASED RENTAL RATE:** Tenant shall be notified no less than 30 days prior to expiration of the lease with renewal option (if applicable). Thereinafter, TENANT has option to continue the lease or to terminate the lease. If no notice is provided by either party, the lease will automatically renew, and increase by the amount outlined in section (26) of this Lease Agreement.



- (49) **INSUFFICIENT FUNDS/REVERSED/RETURNED PAYMENTS:** For each instance that a TENANT'S payment is returned, a service fee of \$100.00 will be assess and may be subject to liquidated damages if rent payment is late. This includes NSF (non-sufficient funds), as well as incorrect routing and account information entered by TENANT.
- (50) **ACCEPTANCE OF PREMISES:** All properties are rented in as-is condition. The way the property was at TENANT'S showing, is the way that possession will be given to TENANT, unless otherwise agreed to in writing. TENANTS who rent properties without seeing them first, are subject to the same policy. The TENANT acknowledges that TENANT has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the TENANT agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. LANDLORD will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in it's AS-IS condition. TENANT agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of TENANT, TENANT'S family or TENANT'S invitees, licensees, and/or guests. If such damages are incurred, TENANT is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein. If TENANT is leasing the home sight unseen, TENANT foregoes their right to inspect the property prior to signing the lease agreement. This decision is made by the TENANT at TENANT'S sole discretion, and was not the result of LANDLORD'S actions, conduct, promise, warranty or any representation of any kind from LANDLORD. LANDLORD shall not be held liable to TENANT for any damages, causes or claims that may arise from LANDLORD presenting TENANT with sight unseen information. This information may include a description of the property, photos, a video tour, or anything of the like. These resources are used only for descriptive purposes in conveying information about the property to TENANT. LANDLORD is not liable for TENANTs mis-understanding of facts or features of the property, including TENANT'S impression of accuracy or inaccuracy of information provided by LANDLORD, TENANT'S discretion to rely on information provided by LANDLORD, or other issues based on TENANT'S personal decision to not inspect the property prior to signing a lease agreement. Properties are always rented AS IS. TENANT acknowledges that the property is in a satisfactory condition, and may not terminate this Lease Agreement based on the current condition of the property when TENANT first sees the property in person, after leasing the property sight unseen, TENANT will furthermore, not be entitled to any credits or refunds.
- (51) **LEGAL USE OF THE PREMISES:** TENANT, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall TENANT, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall TENANT, guests and invitees of either tenant or guests create a nuisance



by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other TENANT or nearby resident. TENANT agrees to immediately inform LANDLORD and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

(52) **ADDITIONAL TERMS:**

All leases are signed electronically. Digital signatures of the parties shall constitute valid, binding acceptance of this lease agreement. Tenant has reviewed the pages of this Lease Agreement in its entirety and hereby acknowledges understanding of said lease terms, by signing and initialing the lease.

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

LANDLORD or AGENT for LANDLORD SIGNATURE AND DATE



SECURITY DEPOSIT ADDENDUM

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of \$_____ as security for faithful performance by TENANT of all terms, covenants, and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Colorado and Oklahoma law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent or other balances due. If TENANT breaches the lease by abandoning, surrendering, or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be applied towards any balance due on TENANT's account. TENANT will still be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs, and any other amounts due under the terms of the tenancy or Oklahoma and Colorado law. LANDLORD agrees to account to the TENANT for the security deposit within sixty (60) days of TENANT's delivery of possession of the premises to the LANDLORD or termination of the lease, whichever occurs last. The security deposit (and advance rent, if applicable) will be held in an interest-bearing account with a Federally insured institution, per Colorado and Oklahoma Law. Deposit cannot be used to pay rent at any time.

Security deposit is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof holding over period or applied on any damages to the premises caused by the TENANT, his family, invitees, employees, trades people or animals, or other expenses suffered by LANDLORD as a result of a breach of any covenant of the Lease. LANDLORD will deposit TENANT's security deposit in an escrow account, which account shall be maintained in the State of Oklahoma/Colorado with a federally insured financial institution. TENANT may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the LANDLORD to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of TENANT. In the event that any part of the said security deposit shall have been utilized by LANDLORD in accordance with the terms hereof or applicable law, the TENANT shall, upon the delivery notice of same, immediately deposit with the LANDLORD the amount so applied by LANDLORD so that the LANDLORD shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over. In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the LANDLORD of this Lease, the LANDLORD shall have the right to transfer said security deposit to the transferee, notify TENANT in writing of such transfer and of the transferee's name and address, and LANDLORD shall be considered released from all liability for the return of the security deposit, and TENANT shall look solely to the new LANDLORD for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new LANDLORD.

Within sixty (60) days after the termination of tenancy, delivery of possession and written demand by TENANT, LANDLORD shall furnish TENANT, by first-class mail, postage prepaid, return receipt requested, a copy of an itemized statement indicating the basis for, and the amount of any security received and the disposition of the security and shall return any remaining portion of the security to TENANT.



SECURITY DEPOSIT ADDENDUM (Continued)

LANDLORD is not obligated to return TENANT's security deposit or give TENANT a written description of damages and charges until TENANT gives LANDLORD a written demand for the return of TENANT's security deposit and TENANT's forwarding address for the purpose of refunding the security deposit. If TENANT does not make a written demand for said security deposit within six (6) months after termination of the tenancy, the security deposit reverts to LANDLORD in consideration of the costs and burden of maintaining the escrow account, and the interest of TENANT in the security deposit terminates at that time.

TENANT agrees LANDLORD shall charge a \$150 administrative fee, above the actual cost of any remaining balances or claimable items, should any claim be required as a result of TENANT'S occupancy and as a result of TENANT's failure to leave the premises as required by the lease. Said \$150 administrative fee shall be imposed to offset LANDLORD's time, effort, paperwork, coordination of vendors and other expenses associated with mailing a security deposit claim, including but not limited to TENANT ledger reconciliation.

Assignment of Rights:

BY SIGNING THIS ADDENDUM, ALL TENANTS AGREE THAT ANY AND ALL SECURITY DEPOSIT FUNDS, IF RETURNED, AND ANY/ALL SECURITY DEPOSIT CLAIM(S), IF MADE, SHALL BE SENT TO ONE (1) DESIGNATED TENANT, LISTED BELOW.

BY SIGNING THIS ADDENDUM, WE (ALL TENANTS) HAVE AGREED THAT THE FOLLOWING NAMED TENANT SHALL BE THE SOLE DESIGNATED RECIPIENT OF ANY SECURITY DEPOSIT FUNDS RETURNED, AND/OR THE SOLE RECIPIENT OF ANY SECURITY DEPOSIT CLAIMS. ALL TENANTS ACKNOWLEDGE AND AGREE THAT THIS ASSIGNMENT OF RIGHTS SHALL NOT INTERFERE WITH THE JOINT AND SEVERAL LIABILITY ASPECT OF THIS LEASE, AND THAT ANY AMOUNTS DUE WHICH EXCEED THE SECURITY DEPOSIT SHALL BE THE RESPONSIBILITY OF ALL TENANTS WITH JOINT AND SEVERAL LIABILITY.

DESIGNATED TENANT SIGNATURE _____

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

LANDLORD or AGENT for LANDLORD SIGNATURE AND DATE



PROPERTY MANAGEMENT ADDENDUM

Dear Tenant(s):

Please be advised that we (Ironstone Management Group) are the property managers for the property in which you reside.

Any and all correspondence that is not an emergency repair request needs to be in writing. Please use your Tenant Portal Login for all maintenance requests that do not constitute an emergency repair request. (Examples of an EMERGENCY would be: water leak in an area where water should not be, leaking roof, or anything that poses a health hazard or property hazard)

Because we rent all properties “AS IS”, non-emergency repairs are scheduled based on our ability to assign an appropriate vendor and the urgency of the issue. Please be advised that as of the date of this notice, ANY charge by a repair person for any discretionary repairs done at your request (like re-setting a circuit breaker, pressing the reset button on a garbage disposal, changing batteries in a smoke alarm or garage door clicker, etc.) will be your responsibility to pay, and payment will be requested before work commences.

Lockouts: These are NOT an emergency situation; you will need to call a locksmith to let you in.

Non-emergency repair requests MUST be in writing and submitted via your Tenant Portal or emailed you're your designated property manager, or leasing@ironstonemanagementgroup.com

Should there be an “emergency” repair request, you may call us at 918-215-4747. If there is an actual emergency (A fire, medical emergency, etc.), call 911.

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE



ANIMAL ADDENDUM

This Addendum is attached to, and a part of, this lease agreement, between Ironstone Management Group as Owner/Owner’s Broker and the following Tenants:

For the Premises commonly known as (address):

The Owner/Owner’s Broker grants the undersigned Tenant permission to keep the following animal(s) as verified in the animal Application submitted by the Tenant.

Animal 1

Name _____ Age _____ Type _____ Breed _____ Weight _____

Animal 2

Name _____ Age _____ Type _____ Breed _____ Weight _____

Animal 3

Name _____ Age _____ Type _____ Breed _____ Weight _____

Animal 4

Name _____ Age _____ Type _____ Breed _____ Weight _____

The undersigned Tenant agrees to the following conditions:

1. \$ 350 per pet _____ paid by Tenant as a animal Fee for each pet, for a total amount of \$ _____. Tenant understands that at no time will Owner/Owner’s Broker refund the animal Fee, even if Tenant removes the pet, or the animal vacates the property for any reason. Tenant understands animal Fee is not escrowed or otherwise set aside to pay for animal damages (Service Animals Exempt with executed completed Reasonable Accommodation Request)

Tenant initials required on each page



2. Tenant understands they will be responsible for professional carpet cleaning at Tenant's expense during and after vacancy due to the occupancy of a animal on the Premises. Tenant also agrees that they will have carpets flea-treated, cleaned, and deodorized by a professional carpet cleaning company approved by Owner/Owner's Broker upon vacating. Documentation must be turned over to Owner/Owner's Broker as proof of compliance.
3. Tenant is to keep only the animals specifically listed above and CANNOT substitute any other animal/pet without permission of the Owner/Owner's Broker. No other animal(s) or offspring, not even for temporary care, will be permitted without the Owner's/Owner's Broker's permission.
4. Tenant cannot "babysit" or do any caretaking of any animal, bird or animals of any nature, for another party on the Premises for any friend, relative or acquaintance at any time without Owner's/Owner's Broker's written permission.
5. Tenant agrees to keep their animals under control at all times, and abide by the County or City codes pertaining to animals, and Tenant agrees to keep their animal restrained when it is outside of the dwelling.
6. Tenant agrees to dispose of all animal feces properly and promptly, even if it is not from his/her animal.
7. The Tenant shall not allow the animal to cause any damage to the Premises, nor allow the animal to cause any discomfort, annoyance, or nuisance to any other Tenant on the Premises or any neighboring properties (i.e. barking, growling, chasing, running free, etc.). Tenant will immediately remedy any complaints made through the Owner/Owner's Broker.
8. Tenant is required to purchase and maintain a renter's insurance policy that covers animal property damage and liability should the animal cause injury to a person. The policy must be paid in advance annually, and given to the Owner/Owner's Broker each year of occupancy that the animal resides on the property.
9. Tenant agrees to follow all rules and regulations as set forth by any Neighborhood or Homeowner's Association and it is the Tenant's responsibility to determine what rules may apply to the Tenant.
10. Tenant guarantees to Owner/Owner's Broker that the animal(s) listed above have received the appropriate vaccinations required by governing agencies including, but not limited to, the County, City, or State.
11. Owner/Owner's Broker reserves the right to revoke permission to keep the animal should the Tenant break this agreement.
12. Tenant agrees to remove the animal if there is any incident or report of violent behavior of the animal(s).
13. Tenant agrees to indemnify, defend, and hold Owner/Owner's Broker harmless from and against all claims, actions, suites, judgments, and demands brought by another party due to any activity or damage caused by the Tenant's pet.
14. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
15. Tenant agrees to arrange for animal care when maintenance or other employees need to enter the Premises.



Owner/Owner's Broker's Remedies for Violation:

1. **Removal of animal by Tenants.** If, in the Owner's/Owner's Broker's sole judgment, any rule or provision of this animal Agreement is violated by Tenants or their guests, Tenants shall immediately and permanently remove the animal(s) from the Premises upon written notice from Owner/Owner's Broker. The requirement of removal shall not relieve Tenant of any liabilities regarding the lease agreement (i.e. Tenant cannot abandon the lease because of being required to remove the animal(s)).
2. **Lease Termination for aggression/biting.** Under the circumstance that an animal under the possession of a tenant shows aggression toward, or bites any other human or animal, including but not limited to tenants, guests, employees or contractors, the tenants', tenant's lease shall be terminated immediately with 48 hour written notice to vacate.
3. **Removal of animal by Owner/Owner's Broker.** If, in the Owner's/Owner's Broker's sole judgment, Tenants have abandoned the animal(s), left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Owner/Owner's Broker may, upon one (1) day's prior written notice left in a conspicuous place, and in accordance with the terms of the lease dealing with entry of the Premises, enter the dwelling unit to remove the animal(s), and turn the animal(s) over to the humane society or local authority. Owner/Owner's Broker shall not be liable for loss, harm, sickness, or death of the animal(s) unless due to Owner/Owner's Broker's negligence.
4. **Cleaning and Repairs.** Tenant shall be jointly and separately liable for the entire amount of all damages caused by the animal(s). If any item cannot be satisfactorily cleaned or repaired, Tenants must pay for complete replacement of the item. If urine odor is detectable, carpet may be replaced at a cost to the Tenant, and Tenant may be liable for any additional costs associated with urine odor removal.
5. **Injuries.** Tenants shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Owner/Owner's Broker for all costs resulting from it.
6. **Move-out.** Having animal(s) causes abnormal wear and tear to carpeted areas. After Tenants vacate the Premises, they shall provide proof of professional carpet cleaning to the Owner/Owner's Broker. Any costs associated with cleaning, flea removal, deodorizing, or any other sanitization to ensure the elimination of possible health hazards for future Tenants will be subtracted from Tenant's security deposit.
7. **Other remedies.** This animal Agreement is an Addendum to the Lease Agreement between the Owner/Owner's Broker and Tenants. If there is a violation of any rule or provision of this animal Agreement, Owner/Owner's Broker shall, in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof.

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

TENANT SIGNATURE AND DATE

Landlord Signature and Date



PEST ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN _____ (LANDLORD OR AGENT) AND _____ (TENANTS) FOR THE PREMISES LOCATED AT _____

Pests: Rental units managed by Landlord or landlord’s agent have been maintained pest free with eradication of pests if or when detected. Landlord makes no claims as to the presence or non-presence of pests in properties not managed by LANDLORD. TENANT is advised that the incident of bed bugs (Cimex lectularius) in rental units is increasing across the nation. TENANT hereby agrees to notify LANDLORD or landlord’s agent IMMEDIATELY, in writing, if there appears to be a pest problem of any type. TENANT further agrees to take all reasonable steps to prevent and eradicate any pests and to cooperate with LANDLORD or landlord’s agent in doing the same. LANDLORD reserves the right to terminate this lease immediately and TENANT agrees to vacate within 10 days written notice from LANDLORD (or other time frame if agreed upon in writing by LANDLORD AND TENNAT) if in LANDLORD or landlord’s agent’s sole opinion, the property can only be rid of pests effectively while vacant.

Tenant: _____ Date: _____ Tenant: _____ Date: _____
Tenant: _____ Date: _____ Tenant: _____ Date: _____
Tenant: _____ Date: _____ Tenant: _____ Date: _____

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN _____ (LANDLORD OR AGENT) AND _____ (TENANTS) FOR THE PREMISES LOCATED AT _____

MOLD: Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: TENANT(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. If TENANT suspects mold is present, TENANT agrees to provide pictures to LANDLORD if requested and make reasonable efforts to clean the affected area(s).

TERMINATION OF TENANCY: LANDLORD or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event LANDLORD or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that LANDLORD or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify LANDLORD or Agent of any mold, mildew or moisture problems immediately IN WRITING.

HOLD HARMLESS: If the premises is or was managed by an agent of the LANDLORD, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property LANDLORD in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND LANDLORD AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

LANDLORD or Agent for LANDLORD _____ Date _____
Tenant: _____ Date: _____ Tenant: _____ Date: _____
Tenant: _____ Date: _____ Tenant: _____ Date: _____
Tenant: _____ Date: _____ Tenant: _____ Date: _____

IRONSTONE



Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

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

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

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

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

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



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

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

IRONSTONE

Health Effects of Lead

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

In children, exposure to lead can cause:

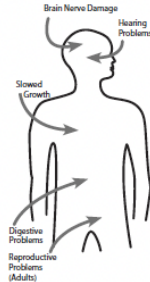
- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

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

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

In adults, exposure to lead can cause:

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



Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

IRONSTONE

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

IRONSTONE

Reducing Lead Hazards, continued

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior window sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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

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

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

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

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

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



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

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

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

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Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

LEAD FROM PAINT

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

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Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to 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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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).



LEAD BASED PAINT ADDENDUM

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.

Property Address: _____

Lessor's Disclosure (initial)

- (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. 4852d 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

Tenant initials required on each page



OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO LANDLORD OR TENANT OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Property Management Agreement
Lease/Rental Agreement

1. Duties and Responsibilities. A Broker who provides brokerage services to one or both Parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the Party or Parties signing a contract to sell, purchase, lease, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one Party, or working with both Parties:

- A. treat all Parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a Party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any Party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the Party for whom the Broker is providing brokerage services when an offer is made that the Party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
D. keep the Party for whom the Broker is providing brokerage services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a Party or prospective Party confidential. The confidential information shall not be disclosed by a Broker without the consent of the Party disclosing the information unless consent to the disclosure is granted in writing by the Party or prospective Party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
1) that a Party or prospective Party is willing to pay more or accept less than what is being offered,
2) that a Party or prospective Party is willing to agree to financing terms that are different from those offered,
3) the motivating factors of the Party or prospective Party purchasing, selling, optioning or exchanging the property, and
4) information specifically designated as confidential by a Party unless such information is public.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one Party or both Parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both Parties.

2. Brokerage Services provided to both Parties to the transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both Parties to the transaction. This could occur when a Firm has contracted with a Owner/Landlord to lease a property and a prospective Tenant contacts that same Firm to see the property. If the prospective Tenant wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both Parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each Party. When a Broker provides brokerage services to a landlord under a property management agreement, the services provided to the Tenant by the Broker shall not be construed as creating a broker relationship with the Broker and the Tenant unless otherwise agreed to in writing; however, the Broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

3. Broker providing fewer services. If a Broker intends to provide fewer brokerage services than those required to complete a transaction, the Broker shall provide written disclosure to the Party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other Party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each Party in a separate provision, incorporated in or attached to the contract to sell, purchase, lease, option or exchange real estate.

I understand and acknowledge that I have received this notice on [] day of [], 20[].

Ten (Print Name) []

(Signature) []

(Print Name) []

(Signature) []



Oklahoma Real Estate Commission

Property Owners and Tenants – “You Need to Know!”

The following is important information that may be helpful to you as an Owner/Landlord (“Owner”) or as a Tenant.

Protect Your Interest – An Owner or Tenant should carefully read all agreements to assure that they adequately express their understanding of the transaction. If legal or tax advice is needed, they should consult an attorney.

Laws & Regulations – Real Estate Commission regulations pertaining to discrimination in fair housing: A licensee shall not advertise personally, or through any media, to sell, buy, exchange, rent, or lease Property when the advertisement is directed at or referred to, persons of a particular race, color, age, creed, religion, national origin, familial status or handicap. The contents of any advertisement should remain in the confines of information relative to the Property itself, and any advertisement directed at or referred to persons of any particular race, color, age, creed, religion, national origin, familial status, or handicap is prohibited.

Commission statute: Conviction (of a licensee) in a court of competent jurisdiction of having violated any provision of the federal fair housing laws, 42 U.S.C. Section 3601 et seq. is reason for disciplinary action by the Commission.

Landlord/Tenant Act – The Landlord and Tenant Act prescribes the rights and duties of the Property Owner and the Tenant. A copy of the Landlord and Tenant Act pamphlet are obtainable through the Oklahoma Real Estate Commission, 1915 North Stiles Avenue, Suite 200, Oklahoma City, OK 73105, by telephone, at 866-521-3389 (toll free) or 405-521-3387 (local). A copy of the Landlord and Tenant Act is available on the Commission’s website at www.orec.ok.gov under Publications.

Environmental Hazards – It is the Owner’s responsibility to disclose to a Tenant environmental hazards, if any, of which Owner has knowledge (such as asbestos, lead-based paint, radon gas, or if a methamphetamine lab has ever been on the premises). An information pamphlet on Methamphetamine is available on the Commission’s website at www.orec.ok.gov.

Lead-Based Paint – applies ONLY to properties built before 1978: The Housing and Urban Development Agency (HUD) and Environmental Protection Agency (EPA) regulations require that the Tenant receive the Owner’s “**Disclosure of Information on Lead-Based Paint and Lead-Based Hazards,**” the EPA booklet entitled “**Protect Your Family from Lead in Your Home,**” and the following warning:

“Every Tenant of a residential dwelling that was built prior to 1978 is notified that such Property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.



Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

The Owner of any interest in residential real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Owner's possession and notify the Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

The Owner or Tenant can also call the state Department of Environmental Quality (DEQ) at 405-702-6100, or 918-293-1600 (Tulsa) for further information.

The DEQ web site, www.deq.state.ok.us has a list of lead-based paint inspectors (some of whom also do mold inspections). Publications about environmental issues are located on the federal Environmental Protection Agency's (EPA) web site at www.epa.gov/iaq/pubs/index.html or the Commission's web site www.orec.ok.gov, under Publications.

Flood – An Owner or Tenant can obtain written flood zone verification by contacting the U.S. Army Corps of Engineers, Flood Plain Management Services. The customary cost of the verification is approximately \$55.00. The public can also call and make an appointment to visit the Corps of Engineers' office and examine the maps and information. The Corps of Engineers' phone number is (918) 669-7197.

Additional Information: Depending upon city and municipality requirements, an Owner may have additional disclosure requirements to a Tenant. For example, the City of Tulsa requires an Owner of rental Property, any part of which is located in a special flood hazard area as depicted and shown on a Flood Insurance Rate Map adopted by the City, to give written notice to every Tenant of the Property that it is located in a designated special flood hazard area. Further, the Owner must obtain and keep for inspection upon request by the Director of Public Works or his authorized representative written acknowledgement of receipt of this notice signed by each of the Tenants. This notice is given and the acknowledgment obtained prior to a Tenant taking possession of or occupying the real Property. The notice and acknowledgement shall be in a separate document and not a part of any other document, such as a lease.

Flood Insurance – If there is a flood risk, the Tenant is responsible for obtaining flood insurance on the Tenant's personal Property. The Tenant should seek advice from an insurance agent.

Hazard Insurance – The Owner is responsible for carrying hazard insurance on the dwelling and liability insurance to cover certain types of liability. It is the Tenant's responsibility to carry hazard insurance on Tenant's personal Property. A Tenant may also be required to carry liability insurance to cover Tenant's liability for injury and damages in connection with the Tenant's lease and occupancy of the premises.



All explanations, representations and disclosures concerning the terms, conditions, and provisions of a hazard insurance policy are the responsibility of the insurance agent and are not the responsibility of the Broker or the Broker's affiliated licensees.

Psychologically Impacted Property & Megan's Law (Title 59, O.S. §858-513)

Psychologically Impacted Property – Psychologically impacted Property is any Property where certain circumstances, or suspicions or facts may create emotional or psychological disturbance or concerns to a Tenant. Following are the procedures that a licensee must follow if a Tenant desires to inquire regarding psychological factors regarding a Property:

1. The Tenant must be in the process of entering into a bona fide lease on the Property.
2. The licensee must receive a request in writing from the Tenant.
3. The written request from the Tenant must state that this factor is important to the decision of the Tenant to lease the Property.
4. The licensee shall make inquiry of the Owner by submitting the written request to the Owner.
5. With the consent of the Owner, the licensee will furnish the Owner's response to the Tenant.
6. If the Owner refuses to furnish the information requested, Owner's licensee shall so advise the Tenant.
7. If the Tenant is requesting information concerning Acquired Immune Deficiency Syndrome (AIDS) or any other disease, which falls under the privacy laws, the information is only obtainable in accordance with the Public Health & Safety Statute, Title 63, O.S., 1992, Section 1-502.2A.

Megan's Law – Oklahoma enacted a law that requires law enforcement officials to maintain a database of convicted sex offenders. The information is attainable online or by calling local police authorities, www.familywatchdog.us, or the Oklahoma State Department of Corrections at 405-425-2500.

Brokerage Services and Disclosure (Title 59, O.S. §858-351 – 858-363)

The following definitions are from the Oklahoma Real Estate Commission's Broker Relationships Statute. For the purpose of this section the term "Broker" includes all real estate licensees affiliated with the Broker.

Under the Oklahoma Real Estate License Law, a real estate licensee provides services to an Owner and Tenant as a Broker. Additionally, the Oklahoma Real Estate Commission's administrative rules state that when a Broker provides Brokerage services to a landlord under a Property management agreement, the services provided to the Tenant by the Broker shall not be construed as creating a Broker relationship between the Broker and the Tenant unless otherwise agreed to in writing. However, the Broker owes to the Tenant the duties of honesty and exercising reasonable skill and care.



Definitions:

Broker means a real estate Broker, an associated Broker associate, sales associate or provisional sales associate authorized by a real estate Broker to provide Brokerage Services.

Brokerage Services means those services provided by a Broker to a party in a transaction.

Party means a person who is a seller, buyer, property owner, or Tenant or a person who is involved in an option or exchange.

Broker duties and responsibilities

A Broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a Broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a. receive all written offers and counteroffers,
 - b. reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c. present, in a timely manner, all written offers and counteroffers.
3. Timely account for all money and Property received by the Broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information, unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public, or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a. that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b. that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c. the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the Property; and
 - d. information specifically designated as confidential by a party unless the information is public.

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5. Disclose information pertaining to the Property as required by the Residential Property Condition Disclosure Act; and



6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

A Broker shall have the following duties and responsibilities only to a party for whom the Broker is providing Brokerage services in a transaction which are mandatory and may not be abrogated or waived by a Broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, Brokerage service costs and approximate amount of the costs; and
2. Keep the party informed regarding the transaction.

When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

Know Your Rights Under the Service members Civil Relief Act – The “Service members Civil Relief Act” (SCRA) was signed into law in 2003. In reference to receiving permanent change of station (PCS) orders while in a housing lease, the law provides that if the service member deploys to a new location for **90 days** or more, then they have the right to terminate the housing lease by giving proper notice to the Owner/Owner’s Broker. The process for giving notice is located in SCRA and service members should become familiar with this law. The complete law is located here:

<http://www.servicememberscivilrelieffect.com/link/text-of-act.php>