

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement" or "Lease"), made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter referred to as "Landlord"), and _____ and _____ (hereinafter referred to as "Tenant").

R-E-C-I-T-A-L-S

Landlord desires to lease the certain real estate located in Tuscaloosa County, Alabama, unto Tenant, and Tenant desires to take and lease said real estate from Landlord, upon the terms and conditions hereinafter set forth; and,

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Landlord is the owner of certain real property lying and being in Tuscaloosa County, Alabama, more particularly described as: _____

_____ (hereinafter referred to as "Property"); and

NOW, THEREFORE, the premises considered, and in further consideration of mutual covenants and undertakings hereinafter recited, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, under the terms of this Agreement, the Property described above.

2. **TERM.** The term of this Lease shall be for a period of ____ (____) years/months, commencing on the ____ day of _____, 20__, and ending at midnight on the ____ day of _____, 20__, (hereinafter sometimes referred to as "Lease Term"). [INSERT WHETHER EXTENSION OR FINAL EXPIRATION]

3. **NOTICES.** Notices provided for in this Lease shall be deemed received two (2) business days after mailing if sent by United States Mail, postage prepaid, and properly addressed to the address of the respective parties or to such other address as the party may designate to each other in writing from time to time. As an alternative for Landlord, notice may be given to Tenant by posting on Tenant=s door at the Property. Unless a written request is submitted requesting alternative notice provisions, Notice may be mailed or hand delivered to:

If to Tenant, to:

If to Landlord, to:

Further, Landlord has authorized the following persons to manage the premises and act on behalf of the owner for the purpose of service of process and receiving notices and demands:

4. **RENT.** Tenant agrees to pay Landlord an annual rent of \$_____ payable in equal monthly installments of \$_____, in advance each month without demand, commencing on the first (1st) day of the first (1st) month of the Lease Term, and on the first (1st) day of each and every month thereafter during the term of the Lease. In the event that the lease term shall commence on a date other than the first day of the month, the amount of rent payable for the first month shall be pro rated.

Tenant shall pay the rent to Landlord at the due date of the rent at the office of Landlord located at _____ or such other place as may from time to time be designated by Landlord.

5. **WORTHLESS CHECK SERVICING CHARGE.** In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$25 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

6. **ADDITIONAL RENTS, LATE CHARGES.** Tenant agrees to pay unto Landlord all sums provided for in this Agreement. Tenant agrees to make any and all expenditures for which Tenant is responsible as provided in this Agreement. If Landlord shall make any expenditures for which Tenant is responsible, then, at Landlord's election, the amount thereof may be added to the installment of rent next falling due or may constitute an item of account payable on demand by Landlord. If Tenant fails to pay the required rent, and any additions thereto, by the tenth day of the month in which it is due, Tenant shall pay a late fee of ten (10%) percent of the rent payment and other payments then due, and the overdue amount and the late fee shall accrue interest at a rate of eighteen (18%) percent per annum. Any item deemed by Landlord to constitute an item payable on demand shall be paid when demand is made, and if not paid when demand is made, shall also incur a late fee of ten (10%) percent of the amount due, and both shall accrue interest at the rate of eighteen (18%) per annum. The assessment for payment of such fees and interest shall not relieve Tenant of its responsibilities to pay rent and other expenses as provided in this Agreement.

7. **SECURITY DEPOSIT.** Landlord and Tenant agree that Tenant will deposit with Landlord the sum of \$_____ Dollars (\$_____) [said deposit shall not exceed one (1) month's rent except for the case of pets] on the date of or prior to the commencement of the term of this Lease, to be held without interest, as security for the payment of any damages to the Property, and for any and all sums of money for which Tenant shall or may become liable to Landlord under this Agreement, and for the faithful performance of Tenant of all other covenants and agreements under this Lease. This security deposit will be returned to Tenant within sixty (60) days after the termination or expiration of this Lease, and any renewal thereof, provided Tenant shall have made all such payments and performed all such covenants and agreements imposed upon Tenant. The Landlord shall provide Tenant with an itemized accounting of all deductions from the security deposit. The tenant shall notify Landlord of the address and phone number where Tenant can be reached after the termination of the Lease. If the Tenant fails to provide such information, the deposit may be mailed to the Tenant at the address of the property. One hundred eighty (180) days after the termination or expiration of the Lease, Tenant will be deemed to have relinquished its right to the security deposit. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Landlord against the Tenant under the provision of this Lease.

8. **PETS.** Tenant shall neither keep nor permit any pets on the Property without the express written consent of Landlord prior to such animals being brought onto the Property.

(OR)

OPTIONAL [If Landlord allows such pets on the Property, Tenant agrees to pay an additional security deposit of \$_____ to Landlord, which shall serve as additional security for any damages caused by any pets upon the premises.] Tenant shall be responsible for all damage caused by or attributable directly or indirectly to such pet. Tenant further agrees to provide and pay for the periodic services of an exterminator to spray the house and surrounding property at least once every three months during the term of the Lease, and at least once after the termination or expiration of the Lease. Any sums paid as additional security pursuant to this section shall be accounted for and returned to the Tenant at the termination of the lease as outlined in Section 7 above.

9. **EXAMINATION OF PROPERTY.** Other than the habitability of the Property, neither Landlord nor its agents have made any representations with respect to the residence, land, appurtenances, improvements, fixtures, appliances or any of the leased Property except as expressly set forth herein, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, no representation, statement, or warranty, expressed or implied, in fact or in law, has been made by or on behalf of Landlord as to the title, nature, and condition of the leased Property. Landlord makes no representation or warranty as to, and Tenant hereby relieves Landlord of all such liability related to, the condition of the Property.

Tenant has examined the leased Property, and the taking of possession of the Lease Property by Tenant shall be conclusive evidence that ***Tenant accepts the leased Property "as is"*** and that the leased Property was in good condition at the time possession was taken.

10. **USE OF PROPERTY.** The Property during the term of this Lease shall be used and occupied solely as a single-family residence for Tenant and Tenant's immediate family, said occupancy not to exceed _____ persons, and in no event shall the occupancy exceed the maximum number allowed by local law or ordinance. Tenant shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of Landlord. Under no circumstances shall the leased Property be used in any way for the conduct of any business activity, including, but not limited to, the providing of day care services, repair business and hair care business. Tenant agrees and covenants that Tenant, Tenant's family, agents, guests, employees, and invitees, at all times, shall fully comply with all covenants, agreements, conditions, rules and regulations, which are part of this Agreement.

11. **CARE OF PREMISES.** The Tenant shall:

- comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- keep that part of the premises that the Tenant occupies and uses as clean and safe as the condition of the premises permit;
- dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- keep all plumbing fixtures in the dwelling unit or used by the Tenant as clear as their condition permits;
- use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning, and other facilities and appliances including elevators in the premises;
- not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises; or knowingly, recklessly, or negligently permit any person to do so; and
- conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

Tenant further agrees that if the Tenant willfully neglects to make said repairs or maintain the premises, the Landlord shall be entitled to injunctive relief and reasonable attorneys fees arising from the Tenant's failure to maintain the premises.

12. **MAINTENANCE AND REPAIRS.** Unless otherwise agreed by the parties, Landlord, at its expense, shall keep the property in good order and condition (except for normal wear and tear) and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property. The Landlord shall:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;
- make all repairs and do whatever is necessary to put and keep the premises in a habitable condition;
- keep all common areas of the premises in a clean and safe condition;
- maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
- supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection.

(a). Landlord will not be responsible for any costs of repairs or maintenance which are directly or indirectly attributable to the intentionally negligent acts or omissions of Tenant, Tenant's family, guests, agents, invitees, or employees; such expenses or costs being the sole responsibility of Tenant.

(b). Tenant shall perform reasonable periodic inspections of the Property, and Tenant shall notify Landlord of any problems or conditions which require or may require repair or maintenance.

13. **ALTERATIONS.** Tenant shall neither make nor permit to be made any alterations, improvements, or additions to the Property or any part thereof without Landlord's prior written consent, and only if they are made in accordance with all applicable laws, codes and ordinances. Once made, Tenant shall not remove, alter or destroy such alterations, improvements, and additions without the prior written consent of Landlord. All alterations, improvements, and additions made subsequent to the execution of this Agreement shall become the property of Landlord and shall be surrendered with the Property at the sooner of the termination or expiration of the Lease. Tenant shall indemnify and hold harmless Landlord from all expenses, liens, claims, and damages to persons or property arising out of, or resulting from the undertaking or the making of any alterations, additions, or improvements hereunder. However, if before the expiration or termination of this Agreement or within sixty (60) days thereafter, Landlord directs Tenant to remove any of its additions, improvements, fixtures, or installations, Tenant shall promptly do so and repair any resulting damage. If Tenant fails to affect such removals or make such repairs, Landlord may do so at Tenant's expense.

14. **COVENANT AGAINST LIENS.** Tenant shall keep the property free of any liens or other encumbrances arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event that the Landlord voluntarily satisfies a lien against the Property incurred by the Tenant, any payments made by Landlord shall constitute additional basic rent, or at the election of Landlord, an item of account payable on demand.

15. **ACCESS TO PROPERTY.** Landlord, its agents, representatives and employees, at all reasonable times, may enter said Property for the purposes of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said Property, (3) exhibiting the Property to prospective tenants, purchasers, or other persons, and (4) accessing Landlord's other property, to decorate, remodel, alter, and otherwise prepare the Property for reoccupancy, and any entry by or on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any right of Tenant, and shall not alter the obligations of the Tenant hereunder or create any right in Tenant adverse to the interests of Landlord. Rent shall not abate in any manner during any permitted entry. Unless it is impracticable to do so, or Tenant requests maintenance or services, Landlord shall provide at least two (2) days' notice of the Landlord's intent to enter the premises by posting notice on the door of the residence or other means of notice to tenant, of the intent to enter and may enter only at reasonable times. In the event of an emergency, Landlord may enter the premises without the consent of the Tenant. Landlord may provide a general notice or schedule of Pest Control Services and/or general maintenance activities of the intent to enter on those days.

16. **DEFAULT.** The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default") shall constitute a breach of this Agreement and Landlord shall have the right to terminate this Lease or take any action provided for in this Agreement or allowed by law:

(a) If Tenant shall default in observing, performing, or keeping any term, provision, covenant or condition of this Agreement on Tenant's part to be kept, observed, or performed (other than covenants for payment of basic rent or additional rent) and shall not cure such default within seven (7) days after Landlord gives Tenant written notice thereof. However, failure of Landlord to give such notice shall not be deemed a waiver of such event of default.

(b) If the leased Property becomes vacant or deserted for a period of seven (7) days without prior notice to the Landlord of the extended absence of the tenant no later than the fifth day of the extended absence, the Landlord may enter the premises, and relet the premises.

(c) If this Lease is assigned or the leased Property sublet other than in accordance with the Lease terms.

(d) If rent is unpaid when due and the Tenant fails to pay rent within seven (7) business days after receipt of written notice to terminate the lease for nonpayment and if the rent is not paid within the 7-business day period, the Landlord may terminate the rental agreement at the expiration of the 7-business day period. If noncompliance of any condition of the Lease Agreement occurs under both subsection (a) and this subsection (d), the 7-business day notice period to terminate the lease for nonpayment of rent in this subsection shall govern.

(e) If the Tenant or Tenant's guests commit a non-curable default, such as a criminal act, act of violence, or domestic violence as set forth herein, or as defined by §35-9A-421(d).

Upon the happening of any Event of Default, Landlord, if it shall elect, may collect each installment of rent hereunder as and when the same matures, or terminate this Agreement without further liability to Tenant hereunder, or terminate Tenant's right to possession and occupancy of the Property without terminating the Lease. In the event Landlord shall exercise such right of election, same shall be effective as of the date of written notice of Landlord's election given by the latter to Tenant at any time after the date of such Event of Default. Landlord may provide notice of lease termination and demand for Tenant to vacate the Property. Upon any termination of the lease term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the Property without terminating the term hereof, Tenant shall surrender possession, vacate the Property and deliver possession thereof to Landlord. Upon any termination of the Lease or termination of Tenant's possession or occupancy of the Property, or upon any other default by Tenant, the rent hereunder for the entire period and other payments due to Landlord by Tenant shall become immediately due and payable. However, Landlord's right of election once exercised, shall not prohibit the election of another or different remedy at a later date.

If Landlord shall elect to terminate Tenant's right to possession only, without terminating the term of the Lease, Landlord at its option may enter into the Property, remove Tenant's property and other evidences of tenancy and take and hold possession thereof, without such entry and possession terminating the term of this Lease or otherwise releasing Tenant in whole or in part from all of its obligation however, including, but not limited to, the obligation to pay the rent and expenses herein reserved for the full term hereof. Upon and after entry into possession without termination of the term hereof, Landlord may, but need not, relet the Property or any part thereof for the account of Tenant to any person, firm, or corporation other than Tenant for such rent, for such time, and upon such terms as Landlord in its discretion shall determine. If any rental collected by Landlord upon such reletting for Tenant's account is not sufficient to pay the full amount of the rental herein reserved and other payments, and not theretofore paid by Tenant, together with the cost of any repairs, alterations, or redecoration necessary for such reletting, Tenant shall pay to Landlord the amount of such deficiency upon demand, and if the rent so collected from such reletting is more than sufficient to pay the full amount of the rent reserved hereunder and other payments, together with the aforementioned costs, Landlord, at the end of the stated term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of the Tenant to Landlord under the terms of this Agreement. The Tenant acknowledges that Tenant may be responsible for the Landlord's attorney's fees incurred by the Landlord as allowed by § 35-9A-402(b).

17. **REMEDIES, DEFAULT, AND WAIVER.** Tenant agrees that all remedies herein given to Landlord including all those not set forth but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Landlord shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Landlord, expressed or implied, or any breach of any term, covenant, or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, condition, or covenant hereof. Failure of Landlord to declare any default upon occurrence thereof or to insist upon strict performance, or delay in action with respect thereto, shall not waive such default, but Landlord shall have the right to declare such default at any time and take such action as may be authorized hereunder, in law or equity, or otherwise.

18. **SURRENDER OF PROPERTY.** At the expiration or termination of the tenancy hereby created, Tenant shall surrender the leased Property in the same condition as the leased Property was in upon delivery of possession thereto under this Lease with any additions thereto as provided in this Lease, reasonable wear and tear excepted, and shall surrender all keys for the leased Property to the Landlord at the place designated for payment of rent. Tenant shall thoroughly clean the Property and remove all trash and other debris from the Property which was brought to or accumulated on the Property during Tenant's period of occupancy prior to the expiration or termination of the Lease. Tenant shall remove all of its fixtures and any alterations or improvements which Landlord requests to be removed, before surrendering the Property as aforesaid, and shall repair any damage to the leased Property caused thereby. Tenant shall remove all of Tenant's property, or the Property of others which he has permitted on the Property, prior to the expiration or termination of this Lease. Any property not removed upon the expiration or termination of the Lease shall be considered to be abandoned by Tenant, or those who have left the property on the Property, or those having any interest in the property, and Landlord may dispose of the property in any manner it sees fit, or Landlord may claim the property as its own, in either of which events, without liability or obligation to anyone, and with indemnification from Tenant. Any action or non-action taken by Landlord with respect to such property shall not affect, substitute for, or relieve Tenant of any responsibility or obligation under this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

19. **HOLDING OVER.** Should Tenant continue in possession of the Property after the termination or expiration of this Lease and, provided that Tenant is not deemed to have renewed the Lease for another term, or provided Landlord has waived such provision in writing, then, in the absence of a written agreement to the contrary, the Landlord may bring an action for possession and the Tenant shall be responsible to the Landlord for an amount up to three (3) months' rent or the actual damages sustained by the Landlord, whichever is greater, and reasonable attorney's fees. If the Landlord consents in writing to the Tenant holding over, the tenancy shall be month-to-month and the same terms and conditions of this Lease Agreement shall apply during the holdover period.

20. **UTILITIES AND TAXES.** Landlord shall not be required to furnish to Tenant any facilities or services of any kind,

including, but not limited to, heat, gas, hot water, electricity, light, and power. Tenant shall procure and pay for all electricity, gas, and other utilities.

21. **CONDEMNATION.** In the event that the whole or any part of said Property shall be taken by any public authority under the exercise of the power of eminent domain or like power, or whether by an act or omission by any governmental authority constituting "inverse condemnation," then the term hereof shall terminate as to the part of the Property so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power. In the event of such occurrence, the rent provided for herein shall be adjusted by agreement of the parties. If no such agreement can be reached, then the amount of the adjustment shall be determined by arbitration, or the Landlord, solely at its option, may terminate this Lease. All damages awarded for the taking of said Property, or any part thereof, shall be payable in the full amount thereof to, and the same shall be the property of, Landlord, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Property.

22. **DESTRUCTION.** If the Property shall be made uninhabitable by fire or other casualty, Landlord, if it so elects, may (1) terminate the term of the Lease, effective as of the date of such fire or casualty, by written notice given to Tenant within fourteen (14) days after such date, or (2) repair, restore, or rehabilitate said Property at Landlord's expense, in which event the term hereof shall not terminate but any fixed rent herein reserved shall be abated on a per diem basis while the Property shall remain untenable. Tenant shall not remain in possession of the property after the expiration of the Lease term.

If the dwelling unit or premises are damaged or destroyed by fire or casualty not caused by the Tenant to an extent that enjoyment of the dwelling unit is substantially impaired, the Tenant may:

- immediately vacate the premises and notify the Landlord in writing within fourteen (14) days thereafter of the Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
- if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

If the rental agreement is terminated pursuant to this section, the Landlord shall return all security recoverable under Section 7 herein, and all unearned prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

However, if the fire or other casualty is fault of Tenant or family member, guest, or invitee of Tenant, Tenant shall be liable to Landlord for the cost of repair, restoration, or rehabilitation. If the casualty is covered by Landlord's insurance, Tenant shall only be liable to Landlord for the Landlord's deductible amount, but nothing herein shall be construed to waive any right that Landlord's insurance carrier may have to subrogate against Tenant, or to otherwise attempt to recover its costs, expenses, or damages from Tenant.

23. **MOLD.** Prior to executing this Lease, Tenant first has inspected the Property and certifies that Tenant has not observed mold, mildew and/or moisture conditions (from any source, including leaks).

Because mold spores are present essentially everywhere and mold can grow in almost any moist location, Tenant acknowledges the necessity of adopting and enforcing good housekeeping practices, ventilation and vigilant moisture control within the Property for the prevention of mold (such measures, "**Mold Prevention Practices**"). Without limiting its obligations, Tenant, at its expense, shall keep and maintain the Property in good order and condition in accordance with the Mold Prevention Practices and acknowledges that the control of moisture, and prevention of mold within the Property, are integral to its obligations under this Lease. Without limiting the foregoing, Tenant, at its expense, shall (a) regularly monitor the Property for the presence of mold and any other conditions that reasonably can be expected to cause or result from mold or fungus, including observed or suspected instances of water damage, condensation, seepage, leaks or any other water penetration (from any source, internal or external), mold growth, mildew, repeated complaints of respiratory ailments or eye irritation by Tenant or any of Tenant's guests, invitees, or agents, or any notice from a governmental agency of complaints regarding the indoor air quality at the Property (collectively, "**Mold Conditions**"); and (b) immediately notify Landlord if it observes, suspects, or has reason to believe that any Mold Condition exists at the Property. If Landlord has reason to suspect that any Mold Condition exists at the Property, Landlord may perform an inspection to determine whether such suspicion is correct.

Tenant agrees that in the event of suspected mold or Mold Conditions at the Property, Landlord may use a third-party to inspect the

Property to determine if mold or Mold Conditions are present at the Property. The cost and expense of such inspection shall be the sole and absolute responsibility of Tenant. In the event the inspection determines that mold or Mold Conditions are present at the Property, then Landlord shall hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or Mold Conditions at the Property. The costs and expenses associated with the remediation of the mold or Mold Conditions shall be the sole and absolute responsibility of Tenant.

Tenant shall be responsible for taking appropriate and timely measures to prevent the growth of mold and mildew within the Property that result from its use or occupancy of the Property, including but not limited to (1) preventing moisture accumulation in the Property by Tenant's personal equipment, including on windows, walls and other surfaces; (2) promptly reporting any malfunction of the heating or air conditioning system in the Property of which Tenant becomes aware; (3) not obstructing the heating and air conditioning system from performing as designed; (4) promptly reporting any water intrusion or accumulation or other moisture accumulation in or about the Property of which Tenant becomes aware; (5) promptly reporting any visible mold in the Property; and (6) maintaining the Property above the minimum temperature of 55 degrees Fahrenheit and above the maximum temperature of 78 degrees Fahrenheit at all times.

24. **ASSIGNMENT OR SUBLETTING.** Tenant shall **NOT** assign or in any manner transfer this Lease or any estate, interest or benefit therein, or sublet said Property or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Tenant. Each and every transfer or assignment of this Lease, or any interest therein, shall be null and void, unless the written consent of Landlord is first obtained thereto. As a condition precedent to obtaining such consent of Landlord, the assignee or sublessee shall assume all obligations of Tenant in writing. Consent by Landlord to any assignment or transfer of interest under this Lease, or subletting of said Property, shall not constitute a release, waiver, or consent to any other assignment, or any part thereof. Landlord may transfer or assign all or any portion of his rights and interest under this Agreement at any time without restriction. Upon such transfer or assignment, Tenant shall attorn to such transferee or assignee.

25. **SUBORDINATION TO MORTGAGES.** This Lease is subject and subordinate to the lien of all current and future mortgages and any renewal, modification, consolidation, replacement, and extension of any mortgage at any time affecting the leased Property. Although no instrument or act by Tenant shall be necessary to affect such subordination, Tenant shall, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of all such mortgages desired by the mortgagee. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant.

26. **INSURANCE.** Tenant understands that Hazard Insurance purchased by the Landlord covering the building **does not** cover Tenant's possessions, contents or inventory, and that Tenant shall be responsible for obtaining insurance with respect to same, in amounts and coverages as Tenant shall deem appropriate.

27. **SUCCESSORS AND ASSIGNS.** All of the covenants, agreements, and conditions herein contained in this Lease shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers, or other personal representatives of the parties of this Agreement.

28. **FORCE MAJURE.** Notwithstanding anything to the contrary in this Lease, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions, of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, act of God, or any other cause whatsoever beyond the reasonable control of Landlord, or inability of Landlord to obtain reasonable financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

29. **HEADINGS.** The titles and headings of this Agreement are used only to facilitate reference, and not in any way to define or limit the scope or intent of any of the provisions of this Agreement.

30. **MERGER CLAUSE.** This Agreement constitutes the entire contract between the parties hereto with respect to the Property, and this Agreement covers, merges, and includes all agreements, oral or written, between the parties hereto and made in connection herewith, whether the same may be made prior to or contemporaneously with the execution hereof. This Agreement cannot be modified or changed by any verbal statement, promise, or agreement by whomsoever made, and no modification, change, nor amendment shall be binding on the parties unless it shall have been agreed upon in writing. All negotiations, considerations, representations, and understandings between the parties are incorporated into this Lease. Tenant acknowledges that Landlord, its agents and representatives, have made no representations, warranties or promises with respect to any of the Property except as expressly set forth herein. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

31. **SEVERABILITY.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provisions shall be either modified to conform to law consistent with the intent of this Agreement or considered severable, with the remaining provisions hereof continuing in full force and effect.

32. **ATTORNMEN.** Tenant shall, in the event any proceeding is brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the Landlord covering the leased Property, attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as the Landlord under this Lease Agreement.

33. **DOMESTIC VIOLENCE.**

1. Compliance with Federal Law:

Landlord will comply with the requirements of the Violence Against Women Act (VAWA), 34 U.S.C. §§ 12491 et seq., and any implementing regulations, with respect to any incidents of domestic violence, dating violence, sexual assault, or stalking that occur on the Premises.

2. Protection of Victims:

Tenant and any authorized occupants shall not be evicted or otherwise penalized solely because they are victims of domestic violence, dating violence, sexual assault, or stalking, nor shall the incident of domestic violence itself constitute a violation of this Lease by the victim, provided the victim otherwise complies with all obligations under this Lease.

3. Removal of Perpetrator:

Landlord reserves the right, to the fullest extent allowed by law, to immediately revoke the right of occupancy of any person credibly accused or determined to have engaged in acts of domestic violence, dating violence, sexual assault, or stalking on the Premises, whether that person is a Tenant, co-tenant, or guest. In such event, Landlord may pursue lease bifurcation or termination of occupancy for the perpetrator alone, while permitting any lawful victim-tenant to remain in the Premises, as permitted under VAWA.

4. Documentation:

Landlord may require documentation of the domestic violence, dating violence, sexual assault, or stalking in accordance with VAWA, including but not limited to police reports, court protective orders, or certifications from a qualified third party, to verify the incident and identify the perpetrator.

5. Lease Bifurcation:

If necessary to enforce this provision, Landlord may bifurcate the lease to remove the perpetrator while allowing the victim to maintain the lease, consistent with federal law.

34. **TIME IS OF THE ESSENCE.** For the performance of all obligations and actions required of Tenant under this Lease, time shall be considered to be of the essence.

35. **LEAD-BASED PAINT. (OPTIONAL FOR PROPERTIES CONSTRUCTED PRIOR TO 1978.)** Landlord and Tenant have reviewed and signed the attached Disclosure of Information on Lead-Based Paint and Lead-Based Hazards attached hereto as Exhibit "A", which is made a part hereof and is incorporated herein as if set forth in its entirety. Tenant agrees that Landlord has no responsibility or liability for, known and unknown, present and future, or responsibility or liability which is based upon or related to, the existence of lead or lead-based paint or other sources of lead on or about the Property.

36. **SMOKE DETECTORS.** Tenant has read, understood, and agreed to the Smoke Detector Agreement attached hereto as Exhibit "B" and incorporated herein as if set forth in its entirety.

37. **RULES AND REGULATIONS.** Tenant has read and understands the Rules and Regulations attached hereto as Exhibit "C" and agrees to comply with said rules and make certain his or her guests comply also.

38. **BED BUG AGREEMENT.**

39. **RECORDING OF LEASE.** At the option of either party, a memorandum of lease in recordable form containing a short form of this Lease shall be executed by the parties and may be recorded in the county wherein the Premises are located. All

recording costs and costs for preparation of the memorandum of lease shall be paid by the Tenant.

40. **NO THIRD-PARTY BENEFICIARIES.** It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties.

41. **ADEQUATE ASSURANCE OF FUTURE PERFORMANCES.** Tenant agrees to execute all additional documents and instruments reasonably requested by Landlord to affect the purposes and intentions of this Agreement.

42. **GOVERNING LAW.** This Agreement and the rights of all parties thereto, shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama. It is agreed that any legal action or other proceedings against or between any of the parties shall occur in Tuscaloosa County. Each party waives personal services of all process provided that such process is delivered by Posting of Notice on the door of the premises and by first class mail in the manner provided for notices in §35-9A-461(c), or via certified mail pursuant to the Alabama Rules of Civil Procedure.

43. **DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF JURY TRIAL.** The parties agree that all disputes shall be resolved in a Court of Competent Jurisdiction without a Jury. As such the parties here expressly waive the right to trial by jury. For all controversies between the parties involving less than \$ 20,000.00 dollars in damages, the dispute shall be resolved in a court of competent jurisdiction without a Jury.

For any and all other claims, causes of action, controversies or disputes whatsoever that arise from or are in anyway related to this agreement or the Landlord Tenant relationship created by this agreement, wherein either party claims more than \$ 20,000.00 dollars in damages, and any and all other disputes whatsoever between the Tenant and the Landlord, its agents, servants, employees, insurers, and assigns shall be resolved through a process of Binding Arbitration pursuant to the Commercial Rules of the American Arbitration Association. A copy of these rules and a further explanation of Arbitration and how it works is available at the American Arbitration Association's website at www.ADR.org.

44. **GRAMMATICAL USAGE.** In construing this Agreement, any word contained in the text of this Agreement shall be read as the singular or plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

45. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between Landlord and Tenant, except that of landlord and Tenant.

46. **CONSTRUCTION.** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 20____.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord/Agent

Date

(Intentionally Blank)

PERSONAL GUARANTY

FOR VALUE RECEIVED, in consideration for, for and as an inducement to Lessor (the "Landlord") entering into the Lease, dated as of date (the "Lease"), with Lessee (the "Tenant"), notwithstanding that the Lease may be assigned or all or a portion of the premises may be sublet during the term of the Lease, the undersigned (referred to as "Guarantor") does hereby, on behalf of itself, its successors and assigns, absolutely and unconditionally, guarantee to Landlord, its successors and assigns (i) the full and prompt performance and observance of all the terms, covenants, conditions and agreements provided in the Lease to be performed and observed by Tenant, with the same force and effect as if the Guarantor had been a signatory thereto, and (ii) the full and prompt payment of all damages and expenses that may arise in connection with or as a consequence of the non-payment, non-performance or non-observance thereof (including, but not limited to, attorneys fees and disbursements) without requiring any notice of non-payment, non-performance or non-observance or proof or notice or demand, whereby to charge Guarantor therefor, all of which Guarantor hereby expressly waives.

Signed this the ____ day of _____ 20____.

Guarantor_____

Guarantor_____

EXHIBIT "A"

**DISCLOSURE OF INFORMATION ON LEAD-BASED
PAINT AND LEAD-BASED PAINT HAZARDS**

A. LEAD WARNING STATEMENT:

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

B. LANDLORD'S DISCLOSURE: [Landlord's Initials: _____]

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the residence or housing. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the residence or housing.

C. TENANT'S ACKNOWLEDGEMENT: [Tenant's Initials: _____]

Tenant has received copies of all information listed above. Tenant has received the pamphlet *Protect your Family From Lead in Your Home*. Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

D. AGENT/LANDLORD'S ACKNOWLEDGEMENT: [Initials: _____]

Agent/Landlord has informed Landlord of the Landlord's obligations under 42 USC 4582(d) and is aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY:

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

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord/Agent

Date

EXHIBIT "B"
SMOKE DETECTOR AGREEMENT

Please follow the instructions below in regard to your smoke detector(s):

1. The alarm horn on your detector lets you know whether your detector is working properly.
2. If the alarm sounds loud and continuously when the test button is pushed, the unit is working properly.
3. When the alarm is sounding (other than during a test) the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the combustion particles in the air are completely gone.
4. If the alarm "chirps" periodically and there is no source of combustion particles present, it means that the alarm battery is weak and must be replaced immediately.
5. Test the detector regularly (weekly is recommended) by pressing the test button for up to 10 (ten) seconds until the alarm sounds.
6. **It is your responsibility to replace the alarm battery every 6 months** and make sure that the unit is securely mounted on the wall or ceiling and is free of dust, cobwebs, etc.

This addendum is prepared to give you, the Tenant, additional instructions as to the care of your smoke detector(s) and additional safety information. You are responsible for the care and maintenance of the detector in your rental unit and for maintaining fresh batteries for the detector. You are also responsible for any damage done to the detector. If the detector is defective or should you have any difficulty in operating or testing the smoke detector, you should notify Landlord of this in writing and by telephone immediately.

I, the Tenant, hereby certify that at the date of my moving into the leased Property the smoke detectors(s) were in good working order and that I have read and understand this agreement.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord/Agent

Date

EXHIBIT "C"
RULES AND REGULATIONS

1. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes, or gases or any smoke, dust, steam or vapors, or any loud or disturbing noise, sound or vibration to originate in or to be emitted from the Property.
2. Tenant shall keep the entry ways, sidewalks and other areas on the Property clean and free from rubbish, dirt, and other debris and property. Tenant shall store all trash, rubbish, debris, and garbage in proper places and shall provide for the prompt removal thereof.
3. Pets are not allowed on the Property, unless otherwise agreed by the Landlord.
4. If Landlord provides blinds on windows, such blinds shall not be removed. If Tenant installs draperies over the blinds, any damage to the Property must be repaired or removed by Tenant or at Tenant's expense. Damage to the Property, including, without limitation, damage to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Property caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant.
5. Locks may not be changed or added without the prior written consent of Landlord. Locks and the appropriate keys and/or chains which are added must be left in place upon vacating the Property. All keys must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge therefore (including, without limitation, the costs of re-keying the locks).
6. Tenant, at Tenant's expense, shall be responsible for replacement of all interior and exterior light bulbs during the Term of the Lease. All light bulbs must be operational at the time the Tenant vacate the Property.
7. Tenant shall maintain the Property in a neat and orderly condition. Tenant will not allow trash, debris, abandoned or inoperable vehicles of any sort, or other items to accumulate or be deposited on the Property. Tenant will not place signs, displays, or other similar objects on the Property or over the windows. Tenant will keep all porches, decks, and other areas free of Tenant's property and trash.
8. Tenant must keep utilities (electricity, gas, etc.) operable so long as the Property is leased by Tenant in order to maintain appliances in operating order and to provide a minimum temperature of 55 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it will be presumed that the Tenant has abandoned the Property and Landlord may enter and take possession. Tenant shall be liable for any damage to the Property from the utilities being turned off or from not maintaining the minimum temperature.
9. Tenant is responsible for cleaning and maintaining the Property.
10. No items shall be attached to the wall using anything other than small nails, and only as many nails as is reasonable. Excessive nail holes or other damage to the walls is prohibited.
11. Tenant shall not do or omit to do any act which creates or may create a hazardous condition on the Property. Tenant shall not use any fireplaces without obtaining a safety inspection of the fireplace, chimney and flue, and without obtaining the prior written consent of Landlord.
12. Tenant agrees that all sinks, disposals, and toilets shall be used only for the purpose for which they were designed. Tenants agree that no improper items shall be put in such facilities, including, without limitation, feminine hygiene products and diapers. Tenants shall be responsible for any maintenance due to such improper use of any facilities or appliances.
13. No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of the residence, or placed on the Property, without the prior express written permission of Landlord.
14. You will personally use and occupy the Leased premises solely as a private dwelling for yourself and your immediate family, and them only, as listed on the application. Guests may visit the premises with mutual consent of all parties listed on the Lease. For events you host on your Leased property which involve more than six (6) guests, you agree to obtain permission from Lessor before the event. **Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant control SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY, on the property or**

near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 8021]). Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms, on or near the property or dwelling unit. If we, at any time, find your conduct or the conduct of other occupants of the Leased premises or visitors thereto unreasonable, or if you use the Leased premises for any illegal or immoral purpose, such conduct or use is grounds for immediate termination of your occupation by any and all lawful means. All terms and conditions of this agreement will still be applicable.

Sexual Offenders/Termination: If the Tenant, or any other person residing on the premises is adjudicated and found guilty of a crime involving sexual misconduct of any kind, or is found to be a registered sex offender or person subject to registering as a sex offender as defined in 13A-11-200, this agreement shall be terminated immediately, and the Tenant shall vacate the premises immediately. Further, Tenants are prohibited from having guests on the premises that are registered sex offenders or subject to registering as a sex offender as defined in 13A-11-200, and such registered sex offenders are strictly prohibited from being on the premises for any purpose.

Violation of the above-mentioned provisions shall be a material violation of the Lease and good cause for the termination of the Lease. A single violation of any provision of these provisions shall be deemed a serious violation and material non-compliance with the Lease and it is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.

15. No firearms or other weapons may be discharged on or about the Property or surrounding property.

16. No chemical or petroleum liquids, solids, or gases may be disposed of on the Property, adjacent property owned by Landlord, or public rights-of-way.

17. No trash, debris, yard waste, refuse or any other combustible items may be burned or disposed of on the Property or adjoining property owned by Landlord.

18. The Property shall be used solely for single family residential purposes only. No business activities of any kind including, without limitation, child or day care services, warehousing, tanning or hair salons, distributorships, automobile or equipment repair, organized worship services, training sessions, and "flea" markets, shall be conducted or permitted on the Property.

19. Landlord reserves the right at any time to make changes (including, without limitation, the implementation or increase in fines) to these Rules and Regulations as Landlord, in its sole and absolute discretion, shall determine to be necessary or appropriate for the safety, care, cleanliness, maintenance, protection and benefit of the Property, Landlord, and Tenant.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord/Agent

Date

EXHIBIT "D"

BED BUG AGREEMENT

The goal of this Agreement is to protect the quality of the rented unit's environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Agreement to clearly set forth the responsibilities of each of the parties to the rental agreement regarding Bed Bugs.

- Tenant acknowledges that Tenant has received and read the pamphlet "Don't Let the Bed Bugs Bite" which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of Tenant, landlord and the pest management professional.
- Tenant acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug infestation.
- Tenant agrees that all furnishings and personal property that will be moved into the premises will be free of bed bugs.

Tenant hereby agrees to prevent and control possible infestation by adhering to the list below of responsibilities:

1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After the guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
2. Tenant shall report any problems immediately to Owner/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that spreads to other units.
3. Tenants shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest management specialist prior to professional treatment.
4. If you suspect an infestation Tenant agrees to notify the Owner/Agent immediately. You should not move furniture or move mattresses or belongings from the unit. The movement of furniture, etc. will only further spread bed bugs and their eggs.
5. Tenants agree not to attempt self-treatment for bed bugs and will rely only upon professional treatment for the eradication of bed bugs as outlined herein.
6. Tenant agrees to reimburse the Owner/Agent for expenses including but not limited to pest management fees that Owner/Agent may incur because of infestation of bed bugs in the dwelling.
7. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the Tenant as a result of an infestation of bed bugs. Tenants agree to have personal property insurance to cover such losses.

By signing below, the undersigned Tenant(s) agree and acknowledge having read and understood this agreement and agree to be bound by its terms.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

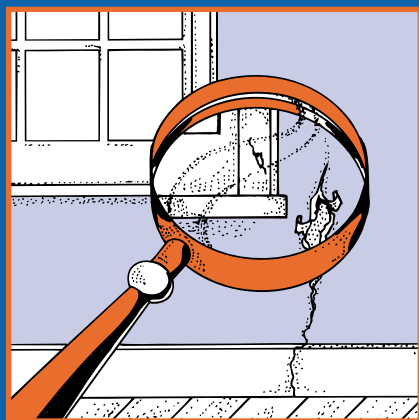
Date

Tenant Signature

Date

Landlord/Agent

Date



Protect Your Family From Lead In Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

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

EPA747-K-99-001
September 2001

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

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

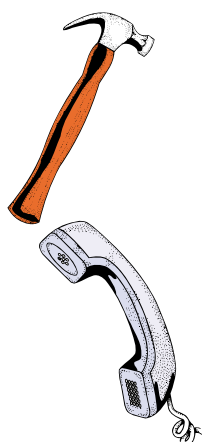
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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



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



RENOVATORS have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

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

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

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

Lead Gets in the Body in Many Ways

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

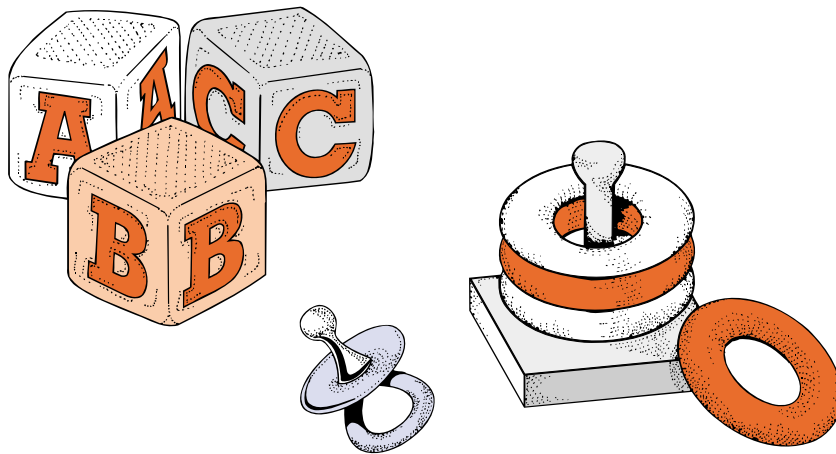
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

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

Lead is even more dangerous to children than adults because:

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



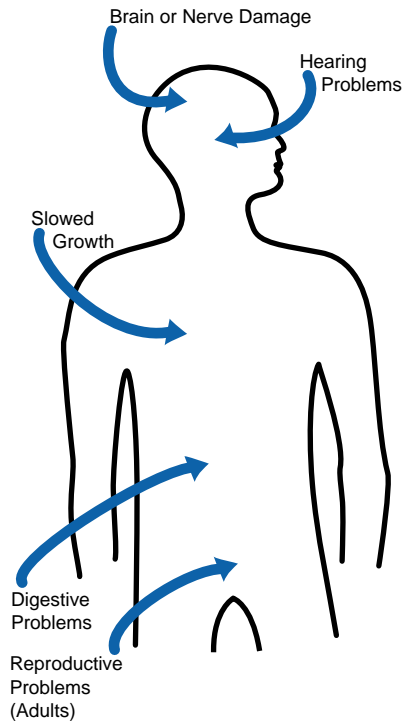
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



***Lead affects
the body in
many ways.***

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

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

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

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

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

Identifying Lead Hazards

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

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

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

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

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

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



You can get your home checked for lead in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

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

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

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

What You Can Do Now To Protect Your Family

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

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



Reducing Lead Hazards In The Home

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

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



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

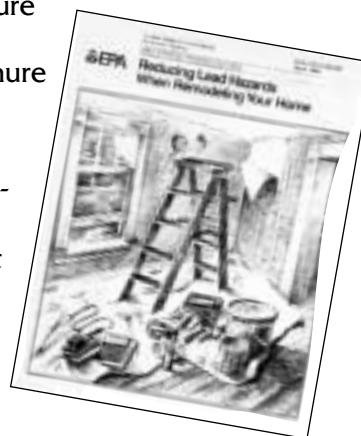
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



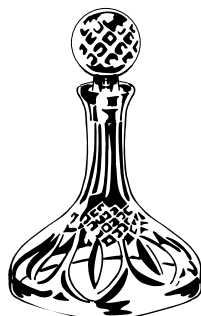
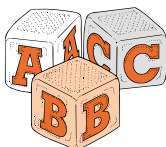
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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



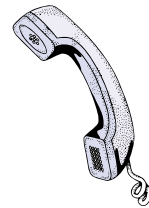
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

For More Information

The National Lead Information Center

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

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

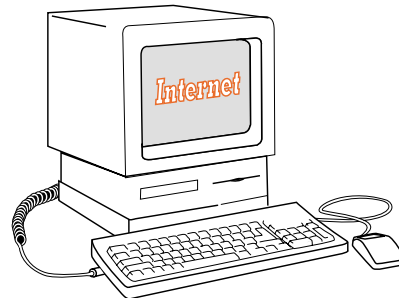


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

EPA Regional Offices

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

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

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

Eastern Regional Center

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

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

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

U.S. Department of Housing and Urban Development

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

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Day-to-Day Prevention

- ◆ Bed bugs are excellent hitchhikers, so be extra careful when traveling (see tips below).
- ◆ Change and wash bedding regularly.
- ◆ Do not bring second-hand furniture into your home unless you have thoroughly inspected and cleaned the items first.
- ◆ Reduce clutter.

Traveling Tips

- ◆ Inspect mattress and headboard with flashlight.
- ◆ Keep bags, luggage, and backpacks off the bed. Inspect and then use a luggage rack.
- ◆ Never place clothes, or jackets, on bed or couch. Do not store clothes in dresser.
- ◆ If you are concerned about exposure, after travel, seal all items in plastic bags until time for washing or treatment.
- ◆ Unpack clothes directly into washer / dryer.
- ◆ Inspect luggage closely with flashlight and magnifying glass for bed bugs upon returning home.

Bites and Disease

Bed bugs are not known to transmit disease. Bites are often painless and occur at night while you are sleeping. Some people suffer allergic reactions and develop painful swelling.

The important thing is to act fast — before they have time to multiply.

Pesticide Safety First!
Read the Label.

How to Hire a Pest Control Operator

- ◆ Call several licensed and insured companies, compare services and get written estimates.
- ◆ Insist on and check references.
- ◆ Look for companies that:
 - ◆ offer an IPM solution
 - ◆ offer both chemical and non-chemical treatment options
 - ◆ give a pre-treatment check-list
 - ◆ perform pre-treatment inspection
 - ◆ recommend both interceptors and encasements
 - ◆ offer two or more service visits and follow-up



Before Using Pesticides

- ◆ Some pesticides are considered minimum risk. EPA does not register and check for effectiveness of these products. These products do not have EPA registration numbers on the label.
- ◆ Never use outdoor pesticides indoors.
- ◆ Some pesticides and total release foggers are highly flammable. Improper use may cause a fire.
- ◆ Never overuse pesticides. More is not better!
- ◆ Read, understand, and follow the label-use directions.

For more information on bed bugs and IPM go to:
www.epa.gov/bedbugs
Pesticide Poisoning: Call 1-800-222-1222

Bed Bug

Prevention, Detection and Control

Bed bugs are parasites that seek out sleeping people or animals for a blood meal. After feeding, they hide. It is challenging, but not impossible, to prevent, detect and control bed bugs due to their small size and ability to squeeze into cracks and crevices, where they are often unnoticed.

Pesticides alone generally will not eliminate bed bugs. Effective bed bug control requires Integrated Pest Management (IPM). IPM is an environmentally sensitive approach to pest management that relies on knowledge of the pest, plus common sense practices, such as inspection, monitoring, reducing clutter, the use of physical barriers, and the judicious use of pesticides.



Be Alert, Be Aware,
Bed Bugs Could be Anywhere!



735F12013



Early detection and prompt response will avoid larger problems.

Bed Bug Identification

- ◆ Eggs: tiny, white, and glued to surfaces.
- ◆ Nymphs are light colored, from 1/16th".
- ◆ Adults are rusty red, apple seed sized, 3/8".
- ◆ Six legs, oval, flattened from top to bottom.
- ◆ Do not jump or fly, but are good runners.
- ◆ They tend to congregate together.
- ◆ They can live several months without a blood meal.
- ◆ **Important:** Capture several examples of the pest and have them identified by a qualified expert before taking any further actions.

Signs of Bed Bugs

- ◆ Small, whitish shed skins and rusty spots on bed linens which are droppings and blood stains from crushed bugs.
- ◆ Live bed bugs of any size.
- ◆ Eggs and casings among droppings or in crevices where adults hide.
- ◆ An offensive, sweet, musty odor from the bed bugs when infestations are severe.
- ◆ You may have red, itchy welts or rashes from bites; however, bite marks are **not** a reliable indication of a bed bug infestation.

Where do Bed Bugs Hide?

- ◆ Mattresses, box springs, bed frames and head boards (along seams and piping, under handles and labels).
- ◆ Under the thin dust cloth on bottom of box spring.
- ◆ Seams and fabric folds in curtains and under furniture, including chairs and sofas.
- ◆ Under wall-to-wall carpeting and padding.
- ◆ Anywhere there are cracks, crevices or nail holes in walls, and under wood moldings and baseboards.
- ◆ Under loose wallpaper and seams, and where ceiling and wall meet.
- ◆ In and behind picture frames and mirrors.
- ◆ Clothing and clutter stored in closets, under beds and elsewhere.
- ◆ Inside switch plates, electrical outlets, clocks, computers, phones, televisions and smoke detectors.
- ◆ On and in recently used luggage, backpacks and bags.



Don't pass bed bugs onto others!

Caulk cracks and spaces Interceptor under leg



Integrated Pest Management

1. Physical Control Methods

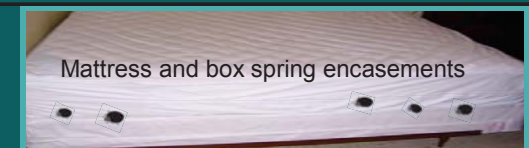
- ◆ Vacuuming reduces bed bug populations. Clean and vacuum bed bug prone areas daily. Immediately seal and dispose of vacuum bag.
- ◆ Install encasements on mattress and box spring.
- ◆ Install bed bug interceptors under bed and furniture legs.
- ◆ Make the bed an island: Keep bed away from wall and do not let bedding touch the floor.
- ◆ Remove clutter where bed bugs can hide.
- ◆ Isolate infested items in sealed plastic bags or containers. Treat items in hot dryer for 30 min.
- ◆ Clean and scrub seams / folds with detergent.
- ◆ Seal cracks where bed bugs can hide.
- ◆ If you live in an apartment or other multi-family dwelling, and you see a bed bug, contact your landlord immediately.

2. Non-chemical Controls

Items that cannot be washed or dried may be steamed, heated or frozen using specialized equipment. Raising the indoor temperature with a thermostat or space heaters will not work, nor will placing items in the home freezer. Contact a bed bug management professional for advice.

3. Pesticide Controls

Pesticides are an important part of the IPM toolbox. Please view cautions listed — over.



Bed bugs are no one's fault.
They don't discriminate -
anyone can have them.