

# Residential Lease Package

Near Urban Living

LANDLORD



John Doe

**TENANT** 

October 1, 2023

LEASE START DATE



# RESIDENTIAL LEASE PACKAGE

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### RESIDENTIAL LEASE AGREEMENT

This agreement, dated October 16, 2023, is between Near Urban Living and John Doe.

### 1. LANDLORD:

The Landlord(s) and/or agent(s) is/are: Near Urban Living (Agent)

who may sign as an authorized representative on behalf of the owner of the Leased Premises and will be referred to in this Lease Agreement as "Landlord."

### 2. TENANT:

The Tenant(s) is/are:

John Doe DOB: 12/1/2000 SS#: XXX-XX-1234

and will be referred to in this Lease Agreement as "Tenant."

### 3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property located at 1234 Mulberry St, CLEVELAND, OH, 1234, which will be referred to in this Lease as the "Leased Premises."

### 4. TERM OF LEASE AGREEMENT:

- A. The Lease Agreement will begin on October 1, 2023 and will end on September 30, 2024.
- B. At the end of this Lease Agreement, this will continue in full force and effect on a month to month basis with an increase in the Rent of 10% unless Tenant or Landlord provides written notice to the other party at least 30 days before the end of the term (Term of Lease Agreement) to terminate the Lease (including any exercised renewal or extension thereof).

### 5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: John Doe
- B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- C. The Tenant will use the Leased Premises only as a residence.

### **6. RENT:**

- A. The amount of the Rent is \$1,300.00 to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
- D. Rental payments are made payable to: Near Urban Living
- E. Rental payments paid by Certified Check and/or Money Order shall be delivered to the Landlord at: Near Urban Living, 1925 Lee Rd, Cleveland Heights, OH 44118

### 7. FUNDS COLLECTED ON OR BEFORE LEASE SIGNING:

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

First Month's Rent \$1,300.00

Security Deposit \$1,300.00 (R) **TOTAL DUE** \$2,600.00

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

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### 8. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay a late fee of \$75.00 in addition to the rent.
- B. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

### 9. RETURNED PAYMENTS:

- A. A returned payment fee of \$30 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

### 10. SECURITY DEPOSIT:

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \$1,300.00.
- B. Tenant agrees that this security deposit is intended to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- C. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance with state and local laws and regulations.
- D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
- F. Provided the Tenant(s) fulfill all of the obligations of the Lease Agreement, the Landlord will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 45 days.

### 11. ENDING THE LEASE:

A. At the end of this Lease Agreement or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

### 12. UTILITIES & SERVICES:

A. Tenant is responsible for the following utilities and services: Electricity, Water, Gas, and Sewer and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

### 13. APPLIANCES:

- A. Landlord will supply and maintain: Refrigerator, Dishwasher, and Stove.
  - I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
  - II. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees Tenant is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

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### 14. MAINTENANCE AND REPAIRS:

Special arrangement described as: A. Surcharge for Cancelled Appointments. On such occasions where an appointment has been made for

Landlord's personnel, or other persons servicing the property (such as representatives of utility companies), to meet Tenant at the rental property under this Lease, whether to conduct a repair at the property, establish service of a utility, or for any other reason stated in this Lease, Landlord reserves the right to charge Tenant \$65.00 in the event that Tenant fails to cancel such appointment with at least 12 hours notice to Landlord.

- B. Landlord reserves the right to charge Tenant \$150.00 in the event that Tenant fails to cancel a City Municipal appointment with at least 24 hours notice to Landlord.
- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Tenant must abide by all local recycling regulations.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- G. The Tenant is responsible for removing snow and ice from stairs and walkways.
- H. The Tenant shall maintain the lawn and landscaping by cutting grass, removing weeds and pruning trees.
- I. The Tenant shall provide the Tenant's own pest control services.
- J. The Tenant shall contact Susanna Byrd 216-527-6366 in the event of any repair or emergency.
- K. Tenant must replace and/or clean the filters for the heater and/or air conditioner on a regular basis.
- L. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Tenant at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures, whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Landlord or his assigns.

Tenants who cause damage to the property beyond normal wear and tear may also be evicted from the premises. Excessive damage, such as punched holes in the wall or broken windows, can be discovered during a periodic routine property inspection.

### 15. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor the Landlord's agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

### **16. PETS:**

Pets are not allowed.

### 17. RULES AND REGULATIONS:

- A. Vehicles parked on premises must be in working order with necessary registrations and/or inspections.
- B. Late fees are strictly enforced and any unpaid fees will not be waived.
- C. Absolutely no smoking or vaping of any kind is permitted in the leased premises.
- D. The Tenant may not interfere with the peaceful enjoyment of the neighbors.

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- E. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- F. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- G. The Tenant shall abide by all Federal, State, and Local laws.
- H. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- I. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- J. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- K. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- L. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
- M. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- N. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- O. Under no circumstance may a stove, oven or range be used as a source for heat.
- P. The Tenant shall use ventilating fans at all times when bathing and cooking.
- Q. All windows and doors must remain closed during inclement weather.
- R. The Tenant shall notify Landlord of any pest control problems.
- S. The Tenant must notify Landlord of any changes in employment.
- T. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- U. Trampolines are not permitted on the Leased Premises.
- V. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- W. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
- X. The Tenant may not hang or place any signs on or about the Leased Premises.
- Y. The Tenant may not block the fire escape at any time.
- Z. Landlord does not permit loud gatherings. A disturbance caused by Tenant or Tenant's occupants or invitees that results in any police action or complaints from neighbors is considered sufficient cause for termination of this Lease and action for eviction as permitted by law.
- AA. When a Tenant breaches any part of the lease, the landlord may impose a fine of \$50-\$100 per incident, as a reasonable estimate of costs and damages incurred by tenant. Nothing in this clause shall limit landlord's ability to seek and recover additional funds where the costs incurred by tenant and/or damages suffered exceed the amount listed here.
- BB. Tenant is not allowed to list the house on any short term rental sites for any reason.
- CC. Both Landlord and Tenant agree to update either party with change of email or phone number.
- DD. If Tenant(s) violate the lease and allow a pet on the premises they will be responsible for a \$500 fine and any additional costs to remove the animal, clean and deodorize the premises.

### 18. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

- A. Lease Addendum Template D. Tenant Receipt of Key(s)
- B. Smoking Policy Disclosure Form E. Zero Tolerance for Criminal Activity
- C. Lead-Based Paint Disclosure & Certification (1a) F. Lead Paint Pamphlet (EPA) for Units Built Before 1978 (1b)

### 19. INSURANCE:

Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits. Accordingly, the Tenant is required to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. This policy must become effective on or before the beginning date of this Lease Agreement. If Tenant fails to obtain personal property/renters insurance, it is a breach of this Lease Agreement. Tenant must provide proof of insurance required by this Lease Agreement. It is a breach of this Lease Agreement if Tenant fails to provide proof of insurance upon Landlord's request.

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### **20. SECURITY NOT PROMISED:**

The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

### 21. RIGHT OF ENTRY:

- A. Landlord and/or Landlord's agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.
- B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
  - Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
  - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
  - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

### 22. LEASE RENEWAL:

A. At the end of this Lease Agreement, this lease will continue in full force and effect on a month to month basis with an increase in the Rent by 10% per month unless Tenant or Landlord provides written notice to the other party at least 30 days before the end of the term (Term of Lease Agreement) to terminate the Lease (including any exercised renewal or extension thereof).

### 23. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Landlord may be sent to the following:
  - I. 116 S LBJ Drive, San Marcos, TX, 78666
  - II. Email: Michael@nearurbangroup.com
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
  - I. Regular mail
  - II. Personal delivery
  - III. Certified or registered mail, return receipt requested
  - IV. Email

### 24. ABANDONMENT:

If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

### 25. LANDLORD'S REMEDIES:

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

A. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees and costs.

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### **26. SUBORDINATION:**

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

### **27. CONDEMNATION:**

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

### 28. ASSIGNMENT OR SUBLEASE:

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

### 29. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

### 30. MISREPRESENTATION:

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

### 31. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

### 32. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

### 33. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

### **34. PARAGRAPH HEADINGS:**

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

### **35. ENTIRE AGREEMENT:**

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Ohio as well as any disclosures required by federal, state, and local jurisdictions.

### **NOTICE**: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

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By signing this Lease Agreement, the Tenant certifies that the Tenant has read, understood, and agrees to comply with all of the terms, conditions, Rules, and Regulations of this Lease Agreement including any addenda and that the Tenant has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.

2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature:	Date:	
Landlord/Agent Signature:	Date:	

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As a courtesy, we are providing the utility company information for the property to assist you with moving in.

### IMPORTANT:

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

City of Cleveland Division of Water 1201 Lakeside Ave. Cleveland, OH 44114 Phone: (216) 664-3130 http://www.clevelandwater.com Columbia Gas 1806 Madison Ave Toledo, OH 43604 Phone: (419) 255-9757

Northeast Ohio Regional Sewer District 3900 Euclid Avenue Cleveland, OH 44115 Phone: (216) 881-8247 http://www.neorsd.org

The Illuminating Company PO Box 3638 Cleveland, OH 44309-3638 Phone: (800) 589-3101 http://www.firstenergycorp.com

Find USPS change-of-address forms at http://moversguide.usps.com.

### Resident Benefits Package Lease Addendum

This Resident Benefits Package Lease Addendum ("RBP Addendum") is effective as of the commencement date of the Lease and agreed upon between the Tenant and the Landlord. The RBP Addendum provides the terms and conditions of the Near Urban Living Resident Benefits Package ("RBP") that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$45.00/month ("RBP Fee"), payable with Rent and defined as Additional Rent. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.

Tenant and Landlord mutually agree that the RBP is defined based on the listed services below and variations of inclusions may exist due to property specifications and elections requested by Tenant. Tenant acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Tenant's request and shall be effective for the Term of the Lease, and (3) shall terminate only upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP.

**HVAC Filter Delivery:** The RBP shall include the provision and delivery of HVAC filters for the Tenant's home approximately every 60 days, or as required by your HVAC system. Tenant shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filter, Tenant's failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package. Tenant acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.

**Move-in Concierge Service:** The RBP shall include a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation (collectively, the "Move-in Services"). Tenant acknowledges that the concierge service provided herein does not guarantee connectivity, account setup, rates, fees, and availability of the Move-in Services, and that all Move-in Services are subject to the approval of the Tenant by the third parties providing such services. Tenant maintains the right at any time to facilitate Tenant's own activations of the Move-in Services, and such action by Tenant shall not reduce or modify the RBP Fee. Tenant agrees to abide by all applicable lease and property restrictions and guidelines applicable to the Move-in Services.

**Resident Rewards:** The RBP shall include access to a resident rewards program ("Rewards") designed for use by the Tenant. Rewards are solely accessible online and are activated, and used, at Tenant's sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Tenant's acceptance of the Rewards provider terms of use. Tenant acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Tenant acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.

**Credit Building:** Tenant agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding payment of Additional Rent or any other services paid by Tenant under the Lease, through a third-party service provider. For any disputes, and/or corrections, Tenant acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in the absence of resolution, then from the Landlord. Tenant acknowledges and agrees that the inaccurate reporting, or lack of reporting, shall not cause a reduction or modification to the RBP Fee.

**\$1M Identity Protection**: Tenant has elected to be automatically enrolled in Identity Protection and agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

**Home Buying Assistance:** Tenant acknowledges that Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the RBP for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate agreement outside of this Lease.

On Demand Pest Control: Tenant has elected to be automatically enrolled in the following On Demand Pest Control service, pursuant to the terms and conditions provided under http://pest.residentforms.com/ and considered as part of the Lease:

Pest Assurance Plus

**24-Hour Maintenance Coordination Service:** Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

**Multiple Payment Methods:** nd credit cards, All rental payments can be paid using a variety of methods available under the Tenant's portal. Available methods include ACH, debit aalong with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees associated with payments methods are at the Tenant's expense.

**RBP Vendors:** Landlord, and/or Near Urban Living may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation. Landlord, and/or Near Urban Living will ensure all third-party vendors are licensed, bonded, and insured, if applicable.

**Data Privacy Consent:** Tenant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Tenant's personally identifiable information, including sensitive information, to include, but not limited to, Tenant's name, address, telephone number (home, work and mobile numbers), date of birth, driver's license number, social security number, banking and other financial information, including credit card numbers (collectively, the "Tenant Data") by the Landlord, and its service providers, subcontractors, and agents (individually or collectively, the "RBP Provider(s)") for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data may be transferred to any RBP Provider implementing, managing, and performing the RBP, now or in the future. The Tenant authorizes the RBP Providers to receive, possess, use, retain and transfer the Tenant Data, in electronic or other form, for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. Further, the Tenant understands that the Tenant is providing the consents herein on a purely voluntary basis. Landlord represents and warrants that it shall comply with applicable data protection laws, including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

Consent to Receive SMS Messages: Tenant consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from the Landlord and the RBP Providers at the specific number(s) provided to the Landlord, with service-related information, account information or questions, and/or marketing information. The Tenant represents that the Tenant is permitted to receive calls and text messages at the telephone number provided to the Landlord by the Tenant. Standard message and data rates may apply. SMS messaging services may be modified from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to the Tenant.

	f the Landlord and the Resic s part of the Lease and legal	lent(s) below, the above-ment ly binding on all Parties.	tioned RBP Addendum
Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
Landlord, and/or Lar	ndlord's Agent Da	te	

### ADDENDUM: TENANT RECEIPT OF KEYS

Landlord: Near Urban Living Tenant(s): John Doe Leased Premises: 1234 Mulberry St, CLEVELAN	D, OH 1234
I/We John Doe (Tenant(s)) acknowledge receipt of Mulberry St, CLEVELAND, OH 1234. The Tenan any additional keys without the Landlord's permiss the Landlord.	one keys for the Leased Premises located at 1234 t(s) agrees that he/she will not change any lock or make sion. Loss of any keys should be immediately reported to
<b>Inventory of Keys:</b> (Enter the room/location and Room/Location - Front Door	number of each key below) Number of Keys - 1
At the end of the tenancy, Tenant must return all ke \$25 per key that is not returned.	eys listed herein. Failure to do so will incur a charge of
I/We acknowledge by my/our signatures below that terms contained in this receipt.	t I/we have received all the keys listed and agree to the
Tenant Signature:	Date:
Tenant Signature:	Date:
Tenant Signature:	Date:

### ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Landlord: Near Urban Living Tenant: John Doe Leased Premises: 1234 Mulberry St, CLEVELAND, OH 1234	
This LEASE ADDENDUM is incorporated into and made part of the Le the Tenant referring to and incorporating the Leased Premises.	ase executed by the Landlord and
The Landlord has zero tolerance for criminal activity in or around the Le	ased Premises.
This policy applies to all Tenants, occupants, guests, and any visitors in a Landlord will immediately report any evidence of criminal activity to the engagement in any criminal activity is a default of the Lease.	
The Tenant understands Tenant's responsibility to call the police/emerger suspicious activity observed, and then notify the Landlord.	ncy services and report any
The Tenant understands that disturbances of the peace not only infringe enjoyment of their property, but are also a default of the Lease.	on the neighbors' peaceful
In the event of any criminal activity in which the Tenant is directly or inditake the legal measures necessary to evict the Tenant(s) from the Leased limited to illegal drug activity, gang involvement, organized crime and dis	Premises. This includes but is not
The Tenant understands that violation of this addendum is a default of th Landlord taking the necessary steps towards eviction of the Tenant. The the rent remaining due for the balance of the Lease term, court costs, atte accordance with all applicable Ohio, local laws and regulations.	Tenant may then be responsible for
Tenant's Signature:	Date:
Tomane & Signature.	
Tenant's Signature:	Date:
Tenant's Signature:	Date:

### **Smoking Policy Disclosure Form**

The Smoking Policy Disclosure Form (hereinafter "the Smoking Disclosure") is part of and incorporated into the Lease Agreement signed on Oct. 16, 2023 between Near Urban Living (hereinafter "the Landlord") and John Doe (hereinafter "the Tenant") for the property located at 1234 Mulberry St, CLEVELAND, OH 1234 (hereinafter "the Property").

The Smoking Disclosure serves as the written disclosure of the Smoking Policy for the Property.

1. Definition of Smoking. For the purposes of this Disclosure and the Smoking Policy, smoking means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, tobacco product, or other similar lighted product in any manner or form.
2. Smoking Policy for the Property. Check all that apply.
Smoking is NOT allowed anywhere on the Property.
Smoking is NOT allowed:
<ul> <li>Inside rental units.</li> <li>Inside common areas, including hallways or the laundry room.</li> <li>Outside within feet of windows, doors, and air intake units.</li> <li>Outside on porches, patios, or yards adjacent to rental units.</li> <li>Outside in common areas.</li> <li>In other areas:</li> </ul>
Smoking is allowed on the entire Property.
The Tenant has read and understands all parts of the Smoking Disclosure and Smoking Policy. The Tenant signs the Smoking Disclosure as a requirement of tenancy of the Property.
Landlord's Signature: Date:
Tenant's Signature:
Date: Tenant's Signature:
Tenant's Signature: Date:
Tenant's Signature:

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard

<b>Lead Warning Statement</b> 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-base paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
Lessor's (Landlord's) Disclosure  (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):  (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) X 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 (initial (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 (Tenant's) Acknowledgment (initial):  (c) Lessee has received copies of all information listed above.  (d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.
Agent's Acknowledgment (initial):  e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is awar of the responsibility to ensure compliance.
<b>Certification of Accuracy</b> 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.
Lessee's (Tenant's) Signature: Date:

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Lessee's (Tenant's) Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Lessee's (Tenant's) Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Lessor's (Landlord's) Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_







# 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
- About health effects of lead
- 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 leadbased 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 and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

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

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



# Simple Steps to Protect Your Family from Lead Hazards

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

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved 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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

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

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

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

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

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



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

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

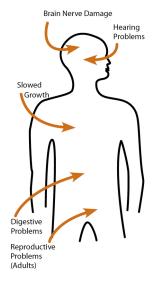
### **Health Effects of Lead**

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

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

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

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



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

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

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

### **Check Your Family for Lead**

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

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

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

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

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

### Where Lead-Based Paint Is Found

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

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

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

### Lead can be found:

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

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

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

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

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

**Deteriorating 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:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 250 µg/ft² and higher for interior window sills

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

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

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

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

### **Checking Your Home for Lead**

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

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

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

### **Checking Your Home for Lead, continued**

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

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

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

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<sup>&</sup>lt;sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

### **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 stateapproved 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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. 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 leadcontaminated 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 statecertified 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 professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

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

### Reducing Lead Hazards, continued

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

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 250 μg/ft<sup>2</sup> for interior windows sills
- 400 μg/ft² for window troughs

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

# Renovating, Remodeling, or Repairing (RRP) 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 leadcontaminated 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 and
  - Using a heat gun at temperatures greater than 1100°F
- Clean up thoroughly. The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

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

### **Other Sources of Lead**

## While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- Drinking water. Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - 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.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

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

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In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). 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 (76 FR 44463).

### 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/lead for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

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

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

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/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) 321-6671

**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 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-7836 **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. WWPD/TOPE 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 Solid Waste & Toxics Unit (WCM-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200

### **Consumer Product Safety Commission (CPSC)**

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

### CPSC

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

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

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/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).

### Welcome to Your New Home

Dear John Doe,

We are pleased that you have chosen 1234 Mulberry St, CLEVELAND, OH 1234 as your new home. Please take some time to review the complete Welcome Package. The following pages include helpful hints, important information, and contact numbers that you might need. Additionally, please take a moment to review the answers to the following Frequently Asked Questions.

### **How Do I Handle Needed Repairs?**

First, please notify us of any needed repairs, no matter how minor they may seem. The responsibility of the repair will be determined by the terms of the Lease. In the event that the Landlord is responsible for making the repairs, please be aware that all repairs will be prioritized and emergencies will be handled first.

Please make sure that all needed repairs are reported in a timely manner. Remember that an ignored problem may become a large project and could subject you to a large expense. Any maintenance issue that goes unreported and causes further damage to the Property may be construed as a nuisance and will be handled as such. This type of neglect will mean that you'll incur further charges to your account and may change the responsibility for the repair and subsequent repairs.

We must have access to the Leased Premises to perform any repairs or maintenance. We will give you notice of when we plan to enter for maintenance work at least hours notice before entering. In emergency situations, no notice is required.

### What if My Rent is Late?

Your rent is due and expected on the day of each month, as specified in the Lease Agreement. Payment not received on time may be subject to late fees or other charges. It's important that rent payments are paid promptly. Chronic late payments may result in legal measures that could lead to your eviction.

### What Do I Do if I Lose My Key?

It's important that you take care of your entrance keys. Occasionally, you may find yourself locked out of your home or in need of a replacement key. If this occurs, there will be a \$ charge.

### Why Do I Need Renter's Insurance?

Under most circumstances, the Landlord is not responsible for your personal property. As such, it's important to have renter's insurance to cover your belongings in the event of an unforeseen disaster. This type of insurance is inexpensive and well worth the expense.

### What if I'm Having a Problem With a Neighbor?

It's important to try to get along with your neighbors. If you have a problem with or concern about a neighbor, it's generally best to try to resolve it amongst yourselves. Please always refrain from using foul language or engaging in verbal arguments. If you are unable to resolve an issue, feel free to contact me or the local authorities.

### Can I Make Changes or Improvements to the Leased Premises, Such as Painting or Landscaping?

We often welcome your improvements to your residence and yard. That said, we ask that you check in with us before making changes. Any changes or improvements must be documented and most will receive verbal approval. However, some changes or alterations to the property will require written consent.

It's always important to read the Lease thoroughly and to ask questions about anything that you may not understand. Here are some additional important guidelines to follow:

- It's important to keep the Property in a clean, sanitary, and safe condition.
- Please make sure that trash is disposed of correctly to avoid any pest control problems.
- Check the smoke detector batteries periodically at least every 6 months to ensure the safety of your family.
- Candles are not recommended; please be careful to never leave a lit candle unattended.
- Do not give away or loan your entrance key or code to anyone not listed on the Lease.
- Be considerate of your neighbors.
- Add Additional Guidelines/notes here
- Add Additional Guidelines/notes here
- Add Additional Guidelines/notes here

We want you to be happy in your home and welcome any suggestions	. Please feel free to contact us with any questions or concerns
regarding your home.	

We truly appreciate having you as one of our Tenants and hope that you enjoy your new home!

Sincerely,

Near Urban Living



# **Working Together for Home Fire Safety**

A Factsheet on Home Fire Prevention



ore than 4,000 Americans die each year in fires and 20,000 are injured. An overwhelming number of fires occur in the home. There are time-tested ways to prevent and survive a fire. It's not a question of luck. It's a matter of planning ahead.

### EVERY HOME SHOULD HAVE AT LEAST ONE WORKING SMOKE ALARM

Buy a smoke alarm at any hardware or discount store. It's inexpensive protection for you and your family. Install a smoke alarm on every level of your home. A working smoke alarm can double your chances of survival. Test it monthly, keep it free of dust and replace the battery at least once a year. Smoke alarms themselves should be replaced after ten years of service, or as recommended by the manufacturer.

### PREVENT ELECTRICAL FIRES

Never overload circuits or extension cords. Do not place cords and wires under rugs, over nails or in high traffic areas. Immediately shut off and unplug appliances that sputter, spark or emit an unusual smell. Have them professionally repaired or replaced.

### **USE APPLIANCES WISELY**

When using appliances follow the manufacturer's safety precautions. Overheating, unusual smells, shorts and sparks are all warning signs that appliances need to be shut off, then replaced or repaired. Unplug appliances when not in use. Use safety caps to cover all unused outlets, especially if there are small children in the home.



### ALTERNATE HEATERS

- Portable heaters need their space.
   Keep anything combustible at least three feet away.
- Keep fire in the fireplace. Use fire screens and have your chimney cleaned annually. The creosote buildup can ignite a chimney fire that could easily spread.
- Kerosene heaters should be used only where approved by authorities.
   Never use gasoline or camp-stove fuel. Refuel outside and only after the heater has cooled.

# AFFORDABLE HOME FIRE SAFETY SPRINKLERS

When home fire sprinklers are used with working smoke alarms, your chances of surviving a fire are greatly increased. Sprinklers are affordable—they can increase property value and lower insurance rates.

### **PLAN YOUR ESCAPE**

Practice an escape plan from every room in the house. Caution everyone to stay low to the floor when escaping from fire and never to open doors that are hot. Select a location where everyone can meet after escaping the house. Get out then call for help.

### **CARING FOR CHILDREN**

Children under five are naturally curious about fire. Many play with matches and lighters. Tragically, children set over 20,000 house fires every year. Take the mystery out of fire play by teaching your children that fire is a tool, not a toy.

### **CARING FOR OLDER PEOPLE**

Every year over 1,200 senior citizens die in fires. Many of these fire deaths could have been prevented. Seniors are especially vulnerable because many live alone and can't respond quickly.

### For more information contact:

The U. S. Fire Administration
16825 South Seton Avenue
Emmitsburg, MD 21727
or
Visit the USFA Web site:
www.usfa.fema.gov



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# SAVE ENERGY IN YOUR HOME

A Factsheet on Saving Energy



lanning ahead can save you money and alleviate frustration with high utility bills. Here are some tips to help protect your hard earned dollars:

- Remove window air conditioners for the winter and close the window. If the air conditioner cannot be removed, weatherize it with a properly fitting air conditioning cover.
- Keep all vents (air conditioning, heating and/or exhaust) free from debris and remove any item that blocks the flow of air.
- Replace screens with storm (glass) windows in winter months. If you do not have storm windows, use clear plastic, tightly sealed on the inside of the windows.
- Replace or clean air/heat filters monthly. Dirty filters block air flow.
- Do not block vents with furniture.
- Save 10% on energy costs when you install weatherstripping or caulk leaky doors and windows, and install gaskets behind outlet covers.
- Set your thermostat at one temperature (around 77°) and leave it alone when running the air conditioning. It takes more energy to heat or cool an area than it does to maintain a constant temperature.
- In winter, set your thermostat at about 68°. For every degree you lower your heat, you save up to 5% in heating costs. At night, turn the heat down to 55°, but never turn your thermostat below 50° when the home is unoccupied. Heat pumps should only be set back two degrees to prevent unneeded use of backup strip heating.
- Wear warm clothing in winter.
- Open window coverings in the daytime to let the sun heat your home and close them at sundown to insulate.
- Lock your windows so they will seal better.
- Keep doors and windows closed to keep the central air/heat inside.
- Rearrange your furniture so you are sitting by interior walls. The temperature is more constant on interior walls.
- Close doors to other parts of the house and turn down the thermostat when using the fireplace.

- Remember that fireplaces lose up to 8% of your energy. Keep the damper closed when not in use.
- Turn lights off and shut the doors in unoccupied rooms.
- Use as much natural light as possible.
- Replace incandescent light bulbs with compact fluorescent bulbs. They use 75% less energy.
- Turn kitchen and bathroom ventilating fans off after cooking.
- Turn off your computer and monitor when not in use.
- Vacuum the coils of your refrigerator several times a year and leave enough room behind and on the sides of the unit for air to circulate.
- A second refrigerator can add as much as 10 to 15% to your energy bill.
- Only use your oven's self-cleaning feature when your oven is already hot.
- Over 2/3 of your water heating costs are from showers.
   Cutting your shower time in half will reduce your costs by up to 33%.
- Lower the temperature of your hot water heater to a comfortable yet economical level. Use the "normal" setting, or 120°, (unless the owner's manual for your dishwasher requires a higher setting), and save up to 11% of the cost of heating your water.
- Drain a bucketful of water from the water heater several times a year to protect against mineral buildup.
- Insulate the first five feet of pipe coming out of the top of your water heater. Pipe insulation is available from your hardware store.
- Only run full loads of dishes or clothes in your appliances.
- Use cold water to wash, and reduce the washer's energy use by 75%.
- Use only cold water in the garbage disposal.
- Keep the lint trap in the dryer clean and use the moisturesensing automatic drying setting on your dryer.

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