

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Michael Bragg and Jennifer Jonak, whose address is 85100 Cloverdale Road, Creswell, Oregon 97426 (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor is the fee owner of certain real property being, lying and situated in Benton County, Oregon such real property having a street address of \_\_\_\_\_, **Unit \_\_\_\_, Corvallis, Oregon.**

**WHEREAS**, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of one year(s), such term beginning at 9:00 a.m. on \_\_\_\_\_, **20\_\_ and ending at 5:00 p.m. on \_\_\_\_\_, 2013.** The Premises shall include only the unit referenced and does not come with any rights to the basement (with the exception of using laundry machines for personal laundry for the Bryson House only) or to the garage, which is separately rented. Under no circumstances may personal possessions of any kind be stored outside the unit, including in the basement.
2. **RENT.** The rent for the Premises shall be payable on the 1st day of each month of the term, in equal installments of \_\_\_\_\_ **Dollars (\$\_\_\_\_.00)** with first and last installments to be paid upon the due execution of this Agreement. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand. The last month's rent may not be used for any month aside from the last month designated in this lease. Rent must be paid via a **single** check or deposit regardless of the number of tenants. It is the Lessees' responsibility to coordinate amongst themselves to provide Lessor with a single check rather than separate checks for the rent.
3. **DAMAGE DEPOSIT AND APPLICATION FEE.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of **one month's rent**, which shall be a security deposit for any damage caused to the Premises during the term hereof. The security deposit portion shall be returned to Lessee, without interest, and less any set off for damages or repairs or cleaning fees to the Premises within 30 days after the termination of this Agreement. If rent is paid late, said deposit may be used to reimburse Lessor for late payment of rent fees. Notice of deduction of said late fees shall occur following termination of the Lease. If the Premises are not returned in clean and habitable condition, or if there is any need for repairs, rent shall be charged for the time the Premises are unavailable for renting because of cleaning or repairs and may be deducted from the deposit. Lessee shall be liable for a \$100.00 late fee per day if possession of the Premises, including all keys, is turned over beyond the due date and time on the Lease, since that time is needed for Lessor to turn over and inspect the unit, as well as the costs of having the locks changed and copies of keys made. If there are multiple tenants, the deposit shall be returned in a single check to the person listed in Paragraph 4 below, and it will be that person's responsibility to distribute any such funds amongst the other tenants.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Lessees listed here only, namely \_\_\_\_\_, exclusively, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residential dwelling. If there is more than one lessee, Lessees shall designate ONE (1) person to communicate with Lessor about any issues related to this Lease and to receive any notices related to this Lease, which shall be done via electronic mail to the following email address: \_\_\_\_\_. Lessee shall not allow any other person, other than the persons specifically listed above, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Lessee shall not under any conditions smoke or allow smoking or drugs anywhere near or on the Premises. There is no parking including in the Lease, nor are there any rights of occupancy or usage beyond the unit specified above. The Common Areas shall include only the front yard and lawns, front porch and front access door and stairs. Lessee is responsible for maintaining and keeping these areas clean and free of dirt, rubbish, and any personal possessions. If they are not maintained in a clean condition, the cost of regular maintenance and cleaning may be deducted from Lessee's deposit. There shall be no right of usage or occupancy of the basement or garage, unless specifically included in writing in this Lease. If a tenant accesses or stores items in the basement, garage or any Common Areas that subject the Premises to a fire inspection or other government agency inspection or deficiency, Lessee shall be responsible for all costs of dealing with such inspection, as well as other penalties for any mis-use of Common Areas or intrusion in areas not included in this Lease.
5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Any issues not noted by Lessee at the outset of the Lease will be deemed waived and in good condition.
6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license, and there shall be a \$250 fee if approved if Lessee locates a substitute tenant, and a \$500 fee if Lessor locates a substitute tenant. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor, including painting. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement. **Lessee may NOT UNDER ANY CIRCUMSTANCES alter or change any locks or keyed items without first obtaining authorization from Lessor.** If Lessee changes any locks or keyed items without such permission, which must be in writing, then Lessee shall bear full responsibility for a locksmith to visit the property to rekey the locks to Lessor's existing master keys, as well as reimbursement for Lessor's time and costs spent dealing with the rekeying, including the time and cost for any handyman or assistants.
8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be

delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any insurance company.
10. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises, including water, gas, electric, cable, television, internet, telephone, etc. Lessor shall pay for a single garbage can for monthly garbage service. Water is a common utility for the Monroe House, and gas heat and water are common utilities for the Bryson House. Lessee agrees to pay those utilities as follows, depending upon the unit being rented:

Monroe House

Unit # 1 – 55%  
Unit # 2 – 15%  
Unit # 3 – 15%  
Unit # 4 - 15%

Bryson House

Unit # 1 – 19%  
Unit # 2 – 27%  
Unit # 3 – 24%  
Unit # 4 – 17%  
Unit # 5 – 13%

Any share of common utilities must be paid within 10 days of notice from Lessor, which shall be via email. Late payment of common utilities shall be charged a late fee of \$50.00 per month that it is late. Lessee should budget for heat in the Bryson House, since this fluctuates seasonally and is more expensive in winter months.

Lessee is also responsible for cleaning and maintaining common areas based on the schedule below. If these areas are not kept clean, or if other tenants complain to Lessor about the cleanliness or maintenance of those areas, then a cleaning service will be brought in at Lessee's expense. Lessor urges Lessee to keep up with cleaning the common areas.

Monroe House – common areas are the front porch, side porch, stairs, hallways and debris or litter in the yard areas. The basement is kept locked. If any Lessee accesses that basement, Lessee shall assume responsibility for maintaining and cleaning the basement and keeping it free of any fire hazards.

Unit # 1 – August, December, April  
Unit # 2 – September, January, May  
Unit # 3 – October, February, June  
Unit # 4 - November, March, July

Bryson House – common areas are the front porch, patio, basement, stairs, hallways, laundry room and debris or litter in the yard areas.

Unit # 1 – August, January, first half of June  
Unit # 2 – September, February, second half of June  
Unit # 3 – October, March, first half of July  
Unit # 4 – November, April, second half of July  
Unit # 5 – December, May

11. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Lessee shall immediately notify Lessor in writing of any problem, malfunction or damage. Lessee shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner. Lessee shall also be charged for repair of drain blockages or stoppages, including toilets and shower drains, unless caused by defective plumbing parts or tree roots invading sewer lines. If Lessor is required to deal with any damage, nuisance or other issue caused by Lessee, then Lessee shall also be responsible for Lessor's time and any travel costs incurred in addressing those issues. Lessee shall be responsible for obtaining and carrying Lessee's own insurance (renter's insurance) to protect Lessee from any losses or damages. Lessor shall not be responsible, under any circumstances, for any damage caused to Lessee's personal property or possessions, regardless of whether they are caused by defects in the building, flooding, leaking, or any other reasons. Without limiting the generality of the foregoing, Lessee shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
- (g) Keep all air conditioning and heating filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed, including using hair traps and other devices to ensure that hair does not go into any of the plumbing or clog any drains or pipes. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- (i) At all times maintain order in the Premises and at all places on the Premises, and not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. There shall be a \$50.00 per month fee charged if trash is left or deposited outside the building, as it is tenant's responsibility to ensure that no such trash is left lying around and that the common areas are kept neat and tidy. Tenant shall also ensure that no pests or vermin, including bed bugs or fleas, are brought into the Premises, and in the case of bed bugs or fleas or other vermin, shall take all responsibility for eradicating any such pests brought into the Premises;
- (l) Keep all common areas, including outdoor landscaping, in good and sanitary condition, according to the schedule above in Section 10;
- (m) Shall not use, keep or allow the use or presence of any illegal substances, including drugs, of any kind on the Premises or Common Areas, including the outdoor lawn and landscaping;
- (n) Shall not smoke anywhere on the Premises or Common Areas, or allow any guest to smoke anywhere on the Premises or Common Areas, including the outdoor lawn and landscaping;
- (o) Keeping all appliances and electrical, gas, plumbing and mechanical fixtures in good condition, including checking and maintaining all smoke detectors and any phone lines or jacks;

- (p) Not leave any food in the refrigerator or freezer where it could spoil or cause any mildew or mold. If there is mildew, mold or other spoilage found in the refrigerator or freezer, Lessee shall be responsible for the cost of someone coming to clean the refrigerator, as well as the cost of replacing the entire refrigerator or freezer unit if the mold or mildew cannot be removed after an on-site cleaning, which replacement cost shall include the cost to provide the replacement refrigerator or freezer unit, any moving or shipping costs incurred, any lost rents or rental credits incurred, any cleaning costs;
- (q) Not lose or break any keys to the Premises. If keys are lost or broken, then Lessee shall bear at his or her sole expense, the cost of re-keying the locks to the existing master keys held by Lessor;
- (r) Shall properly maintain any washer or dryer on or accessible to the Premises. Lessor shall not be responsible for the functioning of any such washer or dryer, which are provided solely as a convenience to Lessor with the explicit understanding and agreement that Lessor is not responsible for their operation, maintenance or working condition; and
- (s) Shall keep all Common Areas in good, clean condition, free of rubbish and personal possessions per the schedule in Section 10. Any rubbish, garbage or possessions that have to be removed from these areas, including at the termination or expiration of the Lease, shall be Lessee's responsibility and at Lessee's cost.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. Nothing in this Lease shall be interpreted to provide Lessee with credits for any period of time in which the Premises are available and not destroyed or rendered wholly untenable, nor shall Lessee be entitled to make a claim for any other remedies or compensation, including moving costs or the costs of renting another residence. Wholly untenable shall be construed strictly to refer to a unit that cannot, under any circumstances, be inhabited, and shall not refer to an apartment where there is an item in need or repair (such as heating, plumbing, roofing, or the like) unless such condition creates an unlawful condition and continues unabated, after written notice from Lessee to Lessor, without repair for over 30 days, nor shall it refer to any item that is cosmetic or provided for purposes of convenience or comfort. Lessee shall cooperate with any requests by Lessor to vacate the Premises as necessary for repairs upon reasonable (24 hours) notice.

13. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times, which shall include weeknights and/or weekends, during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, as well as for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within sixty (60) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. In the case of any inspection or entry to the Premises for any of the above reasons, Lessor shall provide 24 hour's notice to Lessee unless Lessee agrees otherwise. Lessee agrees that such notice may be provided orally (by telephone) or via electronic mail and specifically waives any right to have notice served by any other means. With respect to this type of notice, or any other kind of notice or service related in

any way to this Lease, the parties agree that electronic mail shall suffice as notice and waive the right to demand any other form of notice. In the case of an emergency, Lessee agrees that Lessor may enter immediately without notice.

14. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in clean and excellent condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Lessee shall also return the key to the Premises, along with all copies. Tenant acknowledges that locks to the Premises have not been re-keyed. Upon surrender of the Premises at the expiration of the term of the Lease, Lessor shall inspect the Premises and return any refundable portions of the security deposit within 30 days of the end of the Lease.
16. **ANIMALS.** Lessee shall not keep any animals of any kind, including, but not limited to, dogs, cat, fish, reptiles, birds or any other creatures, in or near the Premises, including the outside landscaping or lawn. Lessee shall not allow any animals to visit the Premises. The presence of any animals on any part of the Premises or Common Areas at any time shall be grounds for immediate termination of the Lease, with Lessee responsible for all remaining rental amounts owed.
17. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
18. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within three (3) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement. If Lessee fails to pay rent when due and the default continues for five (5) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.
19. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not received within five (5) days of when due (the 5<sup>th</sup> of each month), Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of One Hundred and Fifty Dollars (\$150.00). The late fee must be submitted within the month in which rent is due, or additional late fees shall apply. Any waiver of such late charge on any one occasion shall not waive Lessor's right to enforce this or any other provision of this Agreement. If Lessee pays by personal check and the check is returned for any reason, a Fifty Dollar (\$50.00) bounced check fee shall apply and Lessee shall pay all future rental payments by cashier's check, money order or cash only.
20. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Abandonment shall include any situation where Lessee moves out, resides at another location, or primarily resides elsewhere, regardless of whether some amount

of personal possessions are left at the Premises. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so. Lessee shall also surrender all keys to Lessor or else be responsible for the cost of the locks being changed if the Premises, or any part thereof, are abandoned, and shall also be responsible for any cleaning costs, particularly of foodstuffs, left behind by Lessee.

21. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee. Likewise, for any other dispute arising out of or related to this Agreement, the prevailing party shall be entitled to attorney's fees and costs.
22. **GOVERNING LAW AND ARBITRATION AGREEMENT.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oregon. For any unlawful detainer matter, that dispute may be brought by Lessor in a court of law. For all other matters arising out of or related to this Agreement in any way, the dispute shall be subject to binding arbitration before a single arbitrator with the American Arbitration Association to be brought in Eugene, Oregon.
23. **SECURITY.** Lessee has satisfied him/her/themselves about the area around the Premises and acknowledges that Lessor has no control over security inside, outside or near the Premises. Lessor shall not be responsible for any personal injury or damage caused to Lessee, or Lessee's guests, family or others, caused in any way or any portion by the acts of others. Lessee agrees that Lessor's sole and total liability for any reason whatsoever, including the condition of the Premises, shall be limited to Five Hundred Dollars (\$500.00) and that any statute of limitation for any injury or damage alleged to be contributed to or caused by Lessor, or any agent or employee of Lessor, shall be six (6) months from the actual date of the alleged injury or damage.
24. **MAINTENANCE BY LESSOR.** Lessee understands that Lessor may have a specified tenant in the building or a management company repair any items reported to Lessor and carry out other maintenance or repairs, including cleaning of Common Areas, maintenance of landscaping, collection of rents, signing of leases, showing of units, etc. Lessee understands that said person or company shall be retained by Lessor for those specific duties only and shall have no power or authority to alter the terms or provisions of this Lease, or make any other representations or agreements on the part of Lessor. Any such agreements, waivers, alterations or authorizations must be obtained directly and personally from Lessor only.
25. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
26. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
27. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

28. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
29. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
30. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**Lessor:** \_\_\_\_\_ **Dated:** \_\_\_\_\_, 20\_\_

**Lessee:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Lessee:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Lessee:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Lessee:** \_\_\_\_\_ **Dated:** \_\_\_\_\_



# Disclosure Form for Target Housing Rentals and Leases

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

### Lead Warning Statement

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

### Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
**Based on the age of the property, it is likely that there is lead-based paint present, but Lessor has not utilized any lead paint products and has no specific knowledge of what areas contain lead based paint. Lessees should avoid ingesting or allowing others to ingest any cracked or peeling paint.** \_\_\_\_\_
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

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

### Lessee's Acknowledgment (initial)

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

### 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.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date