

Rental Agreement

The Equity Group, Inc.
Property Management Company
P.O Box 150
Elm Grove, WI 53122

1. Residency and Financials

1.1 RESIDENTIAL LEASE

This Agreement for the lease of the Premises identified below is entered into by and between the Owner represented by Owner's Agent and Tenant identified below in Section 1.2 (referred in the singular whether one or more) on the following terms and conditions:

1.2 PARTIES

Tenant(s): _____

Management Company and Owner's Agent: **The Equity Group, Inc.** P.O. Box 150 Elm Grove, WI 53122

Resident Manager/Onsite Manager/Maintenance personnel:

Throughout this document, Resident Manager and Management Company will NOT be considered one and the same. They are outlined for a reason.

Management Company reserves the right to issue a 28-day notice of termination for month to month. _____ (Initial)

1.3 PREMISES

Street Address:

1.4 RENTAL TERM

First Day of Term: _____ 12:00 PM local time

Last Day of Term: _____ 2:00 PM local time

If no term is specified above, this Agreement is month to month including Vacating Premises and Notice Requirements in Section 1.9 below.

1.5 UTILITIES

Tenant must pay all utility charges that are separately metered (e.g. gas, electric, etc.) or subject to cost allocation (e.g. sewer and water).

Cost Allocated Utilities: _____

1.6 RENT

Rent Amount \$ _____ per month due on or before the first of each month. There are no exceptions to this policy. These payments must be made in the form of money order, cashier's check, personal check or online payment made payable to Management Company and mailed, delivered, or submitted to **The Equity Group, Inc.** The first month's rent must be delivered in person to Resident Manager, prior to Tenants receiving keys to their apartment. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

Monthly Charges:

Rent	\$ _____
Pet Fee	\$ _____
Storage Unit Fee	\$ _____
Garage/Parking Fee	\$ _____
Total:	\$ _____

Buildium(Online Rent Payment System)

It is the Tenants' responsibility to stop any autopayment schedules once notice to termination of lease has been given or rent amount changes. If Tenant does not comply or "forgets", they must wait until the money has cleared the bank.

1.7 SECURITY DEPOSIT

Tenants must pay security deposit to hold apartment. Tenant agrees to pay a security deposit in the amount of \$_____ to be held by the Management Company. There is no responsibility on the part of the Owner or Management Company to place the security deposit in a trust account. THE DEPOSIT SHALL NOT BE USED BY THE TENANT AS RENT. The deposit, less any amount legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant lease terminates. Deductions for unpaid rent or other fees such as rental fees, late fees, or damage to your unit beyond normal wear and tear can and will be deducted from your security deposit. Deductions will also be taken for any cleaning that needs to be done (see check out procedure). A forwarding address must be left with the Resident Manager.

Tenant is responsible for giving Resident Manager their new address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code ATCP 134.06. Upon Surrender, Tenant shall vacate the Premises and return, or account for, any of Owner's property held by Tenant, such as keys, garage door openers, Parking tags, etc.

Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after Tenant lease is terminated, as described in Wis. Stat. §704.28(4).

Base Security Deposit	\$ _____
Pet Security Deposit	\$ _____
Other	\$ _____
Total Security Deposit	\$ _____

1.8 CHECK-IN REPORT

Management Company will provide an information check-in sheet at the beginning of tenancy. Tenant shall be given 7 calendar days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to the Management Company. The Management Company and Owner are not required to provide the information check-in sheet to a Tenant per Wis stat §704.08.

1.9 VACATING PREMISES AND NOTICE REQUIREMENTS

- a. If this Agreement is month to month, Tenant shall provide the Management Company with a sixty (60) day notice in writing before vacating - such notice to be effective only as of the last day of the month. All notices to vacate must be sent by the Tenant to the Management Company at **P.O. Box 150 Elm Grove, WI 53122**, listed above. The Resident Manager is not authorized to receive any notices. Upon giving notice to vacate, full rent must be paid for the last month of occupancy. Should Tenant be given notice to vacate by the Management Company, full rent must also be paid for the last full month of occupancy.
- b. Tenant shall not vacate the Premises during the months of November through February. Vacating the Premises during those months by the Tenant shall be considered a breach of the Agreement and render Tenant liable for rent for those months.**
- c. If this Agreement is for a term greater than one month, no written notice is required to terminate this Agreement as the Agreement will terminate automatically on the last day of the term set forth in Section 1.4 above. If Tenant intends to continue to occupy Premises on a month-to-month basis subject to this Section, Tenant shall provide a sixty (60) day notice prior to the end of the Term stating Tenant's intention to continue to occupy the Premises past the last day of the Term. If Tenant stays after the Term and fails to give notice to stay at least sixty days prior to the end of the Term, the monthly rent for the months following the end of the Term shall be doubled.
- d. Tenants vacating on the last day of the month must turn Premises over to the manager by 2:00 PM to allow time to prepare the unit for new occupants. Tenant shall be assessed a late move out fee of \$50/hour and any expenses incurred by Owner resulting from the late move out, to be taken out of security deposit, if Tenant is not completely moved out by 2:00 PM with keys returned on the last day of rental term.
- e. The Management Company reserves the right to issue a 28-day notice of termination for all month-to-month leases.

1.10 ACKNOWLEDGEMENT

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____ X_____ X_____

2. Policies and Procedures

2.1 MANAGEMENT COMPANY/RESIDENT MANAGER RIGHT TO ENTER

Management Company or Resident Manager may enter the Premises occupied by the Tenant, at reasonable times with at least a 12 hour advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Management Company or Resident Manager may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Management Company believes entry is necessary to protect the Premises or the building in which they are located from damage.

The Management Company or Resident Manager reserves the right to conduct an inspection of all dwelling areas twice a year.

2.2 ABANDONMENT

If Tenant unjustifiably vacates the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of term, plus damages incurred by the Owner, and less any net rent received by Management Company in rerenting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Management Company, Management Company may, in Management Company's sole discretion, deem that Tenant has vacated the Premises and proceed to rerent the Premises. If Tenant leaves personal property behind, Management Company shall have the right to dispose of the property as provided by law or per any written property lien agreement. [per Wis. Stat. §704.05(5)(b)]

2.3 SALE OF PROPERTY

Upon voluntary or involuntary transfer of ownership of the Premises, Management Company's and Owner's obligations under this Agreement are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Management Company's and Owner's obligations under this Agreement.

2.4 LEAD-BASED PAINT PROVISIONS

(applicable only if the Premises is a "target property constructed before 1978.)

Tenant has received, read and understands Landlord's lead-based paint (LSP) disclosures and the *Protect Your Family from Lead in Your Home Pamphlet*. Tenant agrees to follow the practices recommended in the Pamphlet in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the Management Company in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

2.5 TENANT RULES & OBLIGATIONS USE

During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Management Company otherwise provides in writing, as follows:

1. To use the Premises for Residential purposes only. Utilities shall be used only for normal household purposes and not wasted.
2. Not to use or keep in or about the Premises anything which would adversely affect coverage of the Premises or the building of which they are a part under a standard fire and extended insurance policy. Grills are **NOT** permitted on porches.
3. That no water beds are allowed without an additional security deposit of \$400 and proof of Renter's insurance.
4. Not to make or allow any odors or excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located. Silence to be observed in the hallways, at all times. Tenants and guests are not to play or loiter in public areas, such as hallways or basements.
5. Absent execution of a written pet agreement with the Owner/Management Company, Tenants are not to keep in or about the Premises any pet including visiting pets except as permitted by ADA. Fish or birds which are not a nuisance to other tenants are an exception to the "no pets" regulation.
6. To keep and return the Premises including exterior area in a clean and tenable condition and in as good repair as at the beginning of the agreement term, normal wear and tear excepted. Hallways, entrances, stairways, and all public areas are to be kept free of all personal items, such as welcome mats. Porches are not to be used as storage. Use of public electricity is prohibited. Items kept outside of lockers will be disposed of at Tenant's expense.
7. Tenants will not be permitted to hang or install cameras outside of their units. This includes all common areas and Unit Doors. This is done for all Tenant privacy.
8. If obligated to pay for heat for the Premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for such damage.
9. Not to alter or redecorate the Premises, including painting and wallpapering. Not to drive nails, tacks, screws, or apply other fasteners on or into any floor or woodwork of the Premises. Contact paper shall not be used on any surface. Windows to be covered with proper treatment within seven (7) days of occupancy. Damage or removal of window/door coverings, such as Blinds, will be charged to the tenant at cost plus labor.
10. That toilets, garbage disposals and other water apparatus shall not be used for any purpose other than for which they were constructed. All costs for removal of any obstruction or damage resulting to them from misuse shall be paid by the Tenant. DO NOT FLUSH KLEENEX, WIPES OR SANITARY PRODUCTS DOWN TOILETS.
11. That all refuse be processed in accordance with designated recycling and/or disposal requirements. Failure to follow these requirements may result in a fine and/or termination of tenancy as determined by the Management Company. (See Section 7.17). Fines start at \$50 per item.
12. That any vehicle parked in the lot be drivable, display a current license plate sticker, kept in good repair, not pose a threat to individual safety or damage property. Vehicles not operated for 7 days or not registered to Tenants will be ticketed and/or towed at vehicle owner's expense. No washing of cars allowed on property. No trailers or boats of any kind to be parked on the Premises. Maintenance on any vehicle on the Premises is prohibited. (See Section 7.14)
13. Not to permit any guest or invitee to reside in the Premises for any period exceeding two (2) weeks without prior written consent of Management Company.

14. To be liable for all acts of negligence or breaches of this agreement by Tenant and Tenants guests and invitees.
15. No additional locks may be installed. All lock outs are the responsibility of the Tenants along with lost keys. Per Lockout Fee \$25. (See Section 3.3)
16. That no laundry be hung outside on porches. Laundry hours 8:00 AM to 9:00 PM.
17. To report all needed repairs in a timely manner in writing or be responsible for damages as a result thereof.
18. Not to bring any live wreaths or Christmas trees onto the Premises or the building of which they are a part.
19. Not to tamper with smoke detectors or carbon monoxide detectors, and to notify the manager in writing of any repairs or service needed to same (see Section 2.9 below). Any Tampering/Removal will result in a minimum \$50 Fine. Increased costs at Landlord's discretion.
20. Not to drive on lawn or sidewalks for any purpose.
21. To report to The Equity Group office in **writing** any misconduct by managers or service person with respect to sexual harassment or other inappropriate behavior.
22. To immediately report to the on-site manager any injury that occurs on the Premises which should be reported to Owner's insurance company.
23. That window air conditioners be installed only with preapproved methods and materials through manager.
24. To respect other tenant's right to a quiet living atmosphere at all times. See 3.14.

2.6 ADDITIONAL RULES

Management Company may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

2.7 DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Management Company promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Management Company shall repair them as soon as reasonably possible.

2.8 CODE VIOLATIONS CONDITIONS AFFECTING HABITABILITY

Owner and Management Company have no actual knowledge of any building code or housing code violation that affects the Premises or has a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Agreement [per Wis. Stat. §704.07(2)(bm)]. If the Premises or the building in which they are located contain conditions adversely affecting habitability [such as no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity wiring or components not in safe operating condition, or structural or other conditions substantially hazardous to health or safety], these were listed in Special Provisions or an Attachment to this Contract before this Contract was signed or any deposit accepted.

2.9 SMOKE DETECTOR NOTICE

Management Company shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law. If the Premises is within a building with three or more dwelling units, Management Company shall maintain the CO detectors. If Tenant or any government inspector has given written notice to Management Company at the Corporate Office address listed above that a CO detector is not functional or has been removed, Management Company shall repair or replace the detector within 5 days after receipt of notice. If the Premises is a one- or two-family dwelling, Tenant shall maintain the CO detectors in the Premises and upon discovery that the CO detector requires maintenance, Tenant agrees to immediately either provide any maintenance necessary to make that detector functional or provide Management Company written notice regarding the required maintenance. If the Premises is within a building with three or more dwelling units, upon discovery that a CO detector in the Premises is not functional or has been removed, Tenant agrees to immediately give Management Company written notice regarding the non- functioning or missing detector. Any removal or tampering will result in a minimum \$50 fine.

2.10 NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the Management Company knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the Premises.
2. Provided a written statement to the Management Company stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

2.11 AGENCY NOTICE

Tenant understands that the Management Company and its employees are agents of the Owner. Unless otherwise specified herein or specifically instructed otherwise, Owner's agent may act for Owner with respect to duties described in this Agreement and any attachments hereto. Throughout this document, Resident Manager and Management Company will not be considered one and the same. They are outlined for a reason.

2.12 USE OF PREMISES AND GUESTS

Tenant shall use the Premises for Residential purposes only. Operating a business or providing childcare for children not listed as occupants in the Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of the Management Company which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests or invitees.

2.13 CRIMINAL ACTIVITY PROHIBITED

Tenant, any member of the Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. This includes setting off of Fireworks, which will be deemed as endangering the safety of all tenants.

2.14 SEX OFFENDER NOTICE

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> by phone at 877-234-0085

2.15 EXTERMINATION COSTS

Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises. Tenant must also notify Management Company of any pest infestation or sightings, immediately. DO NOT SELF TREAT.

2.16 ASSIGNMENT OR SUBLEASE

Tenant shall not assign this Agreement or sublet the Premises without consent of the Management Company.

2.17 ACKNOWLEDGEMENT

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____ X _____ X _____

3. Nonstandard Rental Provisions

3.1 LATE RENT FEE

In the event any portion of rent is received later than the Fourth (4) of the month, the Tenant shall pay a late charge of \$100. Tenant agrees that any change in Rental Late Charges must be presented in writing at least 30 days prior to its effect. A \$40 bookkeeping charge will be made for any checks which are not honored by the bank on which they are drawn. Redeposits or replacement of NSF checks after the Fourth (4) of the month will be subject to the late charge.

3.2 EARLY VOLUNTARY LEASE TERMINATION

- If necessary, Tenants may choose to end their lease prior to the end of the lease term. However, if early lease termination is desired, Tenants are required to advertise and find a qualified applicant to start a new lease. The Management Company reserves the right to require new lease be set at market rent and make any changes to original lease contract as necessary. Applicant must apply and be approved by the Management Company, pay the security deposit, and sign a new 12-month lease (shorter term leases are available for monthly fee) based on a lease start date as outlined by the original Tenant through a written and signed notice.
- Until all steps above are followed and completed, the original Tenant will remain financially responsible for the apartment and will be required to follow the original Lease contract.
- A fee of \$150 of the originally paid security deposit will be assessed if Tenant decides to terminate their lease and follow the steps outlined above.
- Subletting is absolutely prohibited unless otherwise allowed in writing by the Management Company.

3.3 LOCK OUT FEE

A minimum \$25 lock out fee will be assessed if the Management Company or its employee is called to unlock Tenant's apartment door.

3.4 NEW KEY FEE

A minimum \$25 new key fee will be assessed if Tenant needs an additional front door, mailbox, or apartment key made.

3.5 LOCK CHANGE FEE

A minimum \$75 lock change fee will be assessed if Tenant loses keys and needs a new lock installed.

3.6 SMOKING

Smoking in your apartment, in the common areas or within 10 feet of the apartment building is absolutely prohibited, and will result in a minimum \$50 per incident fee, in designated buildings. Any tampering/removal of smoke detectors will result in a minimum \$50 fine.

3.7 INSUFFICIENT(NSF) CHECK POLICY

A \$40 NSF check fee will be assessed if rent payment check is returned. If a check is returned, rent plus late fees must be paid in cash, via money order or online credit card. If Tenant has a check returned on a second occasion, the Tenant will be responsible for paying the above fee and will be required to pay all future rent via Credit card or money order. Payment is due before the end of the month.

3.8 CASH RENT

WE DO NOT EXCEPT CASH. DO NOT MAIL CASH TO ANYONE. Management Company also accepts personal checks, money orders as well as e-check, and debit/credit cards through Buildium online payment system. Tenant shall receive an invitation for Buildium via email following occupancy. Credit card and debit payments are subject to a percentage merchant fee paid by Tenant that we are not able to set. Please be mindful when paying with Credit/Debit Cards.

3.9 STORAGE LOCKER FEE

Storage lockers are not offered in the base rent of any unit. A monthly storage locker fee is charged to a Tenant if they wish to rent such a space. The Rate is determined at the time of the lease. There will be a monthly charge and Security deposit added. An addendum to the lease (Section 1.6) will be signed if Tenant(s) desire a storage locker.

3.10 GARBAGE/TRASH REMOVAL FEE

If Tenant leaves garbage in the hallway, outside the door of the unit or in any other common area inside or outside not designated for the deposit of garbage or trash, Tenant will be assessed a fee starting at \$50, plus the actual costs incurred by Owner to have the garbage or trash removed. This includes, but not limited to, furniture (minimum \$50 per item).

3.11 PLUMBER FEE

Only flush toilet paper down the toilet. Please do not flush kitty litter down the toilet, even if the product says that it is flushable. Also, do not flush feminine sanitary products, including those that say that they are disposable and flushable. Q-Tips cannot be flushed down the toilet because they eventually block the system. All of the above precautions are very important because of the sewer system and volume of use. Do not use any toilet drop-in cleaning products in toilet or tank.

Also, be careful of what goes down your sink and shower drains. Do not dispose of grease, food, hair, or any other objects in your sinks or shower. If we discover who is responsible for the backups, unfortunately, we will have to charge the Tenant for damages. Remembering to do these things now will prevent unnecessary interruptions in service later.

Tenant will incur the actual cost to remove any of these products listed above with an additional \$25 administrative fee.

3.12 DISTURBANCES AND EXCESS TRAFFIC

Please be considerate of your neighbors by keeping the noise level down at all times. Tenants are encouraged to handle complaints between themselves. However, if Tenant communication does not work, call the Resident Manager when the noise is occurring. Please remember you are responsible for your guests and their conduct. Individual apartments, and the apartment building, are to be used exclusively as a private residence. All business and commercial uses are prohibited. Tenants are expected to have periodic guests and visitors at their apartment for social and familial purposes. Tenants must be present if guests are in their apartment or in the building. If the number of guests and visitors is determined to be excessive in terms of total number or its tendency to disturb fellow Tenants, then the Management Company or Resident Manager may ask the Tenant to restrict or limit the number of visitors. Excessive traffic from visitors or visits at unusual hours is considered a disturbance and a violation of building rules, which will result in a reprimand followed by a notice to vacate.

3.13 QUIET HOURS

Courtesy hours are in effect 24 hours a day, and Tenants are asked to respect their neighbors right to a quiet living atmosphere. Loud music/noise is not permitted at any time. During quiet hours all sound must be contained within your apartment. Regular quiet hours are in effect on weekdays, Sunday-Thursday from 9 PM - 8 AM and on weekend, Friday-Saturday, from 10 PM to 8 AM.

3.14 TERM OF LEASE

The term of this Lease commences at noon on the first day of the term and ends at 2:00 PM on the last day of the term. Tenant will be assessed a late move out fee of a minimum \$50/hour, to be taken out of security deposit, if they are not completely moved out by 2:00 PM with keys returned on the last day of rental term.

3.15 CLEANING

- All Cleaning fees will start at \$40/hour, in order to incorporate the cost of cleaner's wage and materials. The rate for cleaning is subject to increase, based on the market rate, as determined by The Equity Group, Inc. .
- Tenant acknowledges that the property is to be left in a clean and orderly condition which is not beyond normal wear and tear on the Premises. In the event Tenant fails to clean the Premises as set forth below, costs to clean and restore the Premises to a clean and orderly condition, are considered damage beyond normal wear and tear, as defined by Wisc. Admin. Code §ATCP134.06(3):
- **Range:** Clean under burners, under range top, entire oven including oven racks, broiler & outside surfaces. Clean floor under range. All controls, lights, burner reflector pans to be in working order and damage free.
- **Refrigerator:** Defrost and clean entire refrigerator, inside and out. Clean floor under refrigerator. Vacuum coils and motor. All controls, lights, shelves and door bars to be in working order and damage free.
- **Hood Fan:** Clean entire hood fan including filter. Replace all non-working bulbs. All controls to be in working order and damage free.
- **Dishwasher:** Clean outside surfaces. Inside must be clean and free of any debris. All controls to be in working order and damage free.
- **Cabinets/Counters/Sink:** Wash inside & outside surfaces of all cabinets. Drawers must be free of all debris and washed inside & outside. Clean countertops sink and faucet. All hardware must match, be in working order and damage free. Use proper cleaners to remove scratches and yellowing (read labels or call manager if unsure). Only remove contact paper upon request by manager.
- **Bathroom(s):** Clean entire tub, tiles/tub surround, soap dishes, toilet, mirrors, medicine cabinet and towel bars. Bathroom window curtain, rod and hooks must remain, unless otherwise specified by manager. Cabinets to be washed inside & outside. Clean countertop sink and faucet. Drawers must be free of all debris, washed inside & outside. All hardware must match, be in working order and damage free. Use proper cleaners to remove scratches, yellowing, stickers or decals from bathtub, (read labels or call manager if unsure). Only remove contact paper upon request by manager.
- **Floors:** Wash all vinyl, ceramic tiles and hardwood floors with proper cleaners (read labels or call manager if unsure). This includes but is not limited to kitchen, living room, dining room, bedroom(s), bathroom(s), closets and halls. If vinyl floor, ceramic tile floor or hardwood floor is damaged because of neglect on the Tenants' part, Owner will have the option to repair or replace. Vinyl is pro-rated over a six (6) year period.
- **Carpet:** Carpet must be professionally steam cleaned by steam machine method only. No powders or aerosols may be used. If carpet is damaged because of neglect on the Tenants' part, Owner will have the option to repair or replace. Carpet is pro-rated over a seven (7) year period. We recommend steam cleaning twice a year and spot treating stains immediately during occupancy.
- **Lights & Fans:** Wash all light fixtures. Wash all ceiling fan blades and fixture. Make sure all fixtures have working, matching bulbs. Frosted or clear bulbs only.
- Outlet plates & switches must be cleaned & in good working order.
- **Air Conditioner:** Filter must be clean. Air conditioner controls and unit must be in good working order. Winter air conditioner covers must remain in the apartment.
- **Woodwork:** Wash all woodwork, including doors, frames, baseboards, heat registers & cold air returns.
- **Windows:** Wash all windows, inside and outside, along with all the sills and tracks. Lock windows. See Resident Manager if unsure of how to remove windows. Any torn screens or cracked/broken windows will be charged to Tenant. Blinds and curtain rods must be washed, damage free, and in working order.
- **Closets:** Remove all items including hangers from closets. Closet hooks installed prior to occupancy should remain. All closet shelves, baseboards, floors and louvers on doors need to be washed. All doors should be hung, damage and dent free, and in working order.
- **Walls:** Remove nails, tape, stickers, screws, cup dispensers and towel racks that you have installed. Do not patch holes. Wash marks off walls. If walls are in need of paint, and painting was done within less than 1 year of residency due to damage beyond normal wear and tear, Tenant will be charged for painting.
- **Storage/Porch/Patio/Laundry:** Clean storage locker, patio/porch and laundry areas of all personal belongings & debris. Any items left will be disposed of as required by law. Wis. Stat. §704.05(5) (b)
- **Common Hallways:** Please check & clean if needed, common hallways of any debris or mud that might have been tracked in or out during your move. Main entry doors must remain free of dents and scratches to avoid additional repair costs. Do not prop doors open at hinge or force them open further than the door closer will allow.
- **Parking Stall/Garage:** Stains from oil or any other vehicle fluid must be cleaned from the pavement. Damage to the asphalt parking lot surface will be charged to the deposit. All items must be removed from the garage and floor must be swept.
- **Discarded Items:** All personal items must be removed from the property and/or disposed of properly. Items being discarded that are too large for the dumpster must be removed from the Premises by the Tenant or someone hired by the Tenant. (See Section 3.11)

Tenant agrees to be responsible for and pay any costs of said cleaning for the items listed above and specifically authorizes Owner to deduct charges for same from Tenant's security deposit, if not sooner paid.

3.16 ACKNOWLEDGEMENT

The Tenant acknowledges that the Management Company or other agent of the Owner has specifically identified these nonstandard provisions prior to entering into a rental agreement and that the Tenant agrees to each and every nonstandard provision contained herein. All additional fees and charges are immediately due following entry of fees and charges in Tenant ledger.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____ X _____ X _____

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

4.1 PREMISES & LEASE DESCRIPTION

Tenant Name(s): _____

Premises:

Lease Description:

- Lease Start Date: _____
- Lease End Date: _____
- Lease Signed Date: _____

4.2 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.

4.3 LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards:

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

_____ X *Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.*

Records and reports available to the lessor:

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

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

4.4 LESSEE'S ACKNOWLEDGMENT

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

4.5 AGENT'S ACKNOWLEDGMENT

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

4.6 CERTIFICATION OF ACCURACY

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

4.7 ACKNOWLEDGEMENT

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____ X _____ X _____

5. Multiple Tenant Lease Addendum

5.1 PREMISES & LEASE DESCRIPTION

Tenant Name(s): _____

Premises:

Lease Description:

- Lease Start Date: _____
- Lease End Date: _____
- Lease Signed Date: _____

5.2 JOINTLY AND SEVERALLY LIABLE

Each Tenant(s) is jointly and severally liable for all Lease Agreement obligations. If any Tenant(s), guests, or occupant violates the Lease Agreement, all Tenant(s) are considered to have violated the Lease Agreement. Management Company's requests and notices to any one Tenant(s) constitute notice to all Tenant(s) and occupants. Notices and requests from any one Tenant(s) or occupant (including repair requests and entry permissions) constitute notice from all Tenant(s). In eviction suits, each Tenant(s) is considered the agent of all other Tenants in the Premise for service of process. **A notice to vacate or to modify the lease must be signed by all Tenant(s) or it will not be considered valid.**

In the event that some but not all of the Tenants vacate the Premises, the security deposit shall be deemed the property of the last Tenant to vacate the Premises.

5.3 SECURITY DEPOSIT RETURN

Wisconsin Administrative Code, ATCP 134.06(2)(d) requires the Owner to refund the security deposit in one check, draft or money order made payable to all Tenants who are parties to the rental agreement unless the Tenants designate a payee in writing. Owner has 21 days from the end of the lease to return the security deposit. (See Section 1.7)

5.4 MULTIPLE TENANT RULES & REGULATIONS

- This is NOT a Roommate Agreement (a separate written agreement between the roommates themselves is encouraged but Management Company would not be involved).
- Tenants agree to pay full rent amount by the first of each month. Management Company will not intervene as long as total rent is received on a consistent basis each month.
- Tenants have agreed among themselves to share the cost of utilities on the following basis.
- Tenants are to respect all rules and regulations outlined in the Rules and Regulations Addendum provided by the Management Company, as well as any agreed upon rules and regulations outlined by the roommate agreement.

5.5 LEASE MODIFICATION

- Subletting all or part of the Lease Tenants is absolutely prohibited unless otherwise stated in writing by the Management Company.
- Changes to the lease must be approved by all Tenants, this can be provided with a written and signed notice. This includes the 60-day notice to vacate the Premises.
 - Through Lease Modification, new Tenants can be added, and old Tenants can be removed from the lease. Any new Tenants must apply and be formally approved through the Management Company's application system. Only once approved, may the Management Company draft a lease Addendum outlining the change to the lease for all current and new Tenants to sign (a copy of the lease modification is available upon request).
 - Lease Modification, no matter the number of Tenants being changed over at a given time, comes with a \$150 fee that will be added to the current Tenants account.

5.6 ACKNOWLEDGEMENT

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____ X _____ X _____

6. Sight Unseen Agreement

6.1 PREMISES & LEASE DESCRIPTION

Tenant(s): _____

Premises:

Lease Description:

- Lease Start Date: _____
- Lease End Date: _____
- Lease Signed Date: _____

6.2 SIGHT UNSEEN AGREEMENT

Tenant is renting the above residence SIGHT UNSEEN.

Tenant understands the unit is in "as is" condition and that the Owners are under no obligation to make any changes upon Tenant viewing the unit. Tenant agrees to take the unit described above in its "as is" condition and assumes all responsibility with regard to the cosmetic condition of the apartment.

Tenant is financially responsible for the Premises for the entirety of the lease term, and may not decline the unit for any reason. The Tenant waives any and all claims they may have against the Owner, Management Company, and any employees, principals, or agents of the Owner and Management Company in connection with the lease for, and occupancy of, the unit described above.

6.3 ACKNOWLEDGEMENT

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____ X _____ X _____

7. Additional Rules & Regulations

7.1 ABOUT THIS SECTION

This Section is designed to answer some of the more common questions we receive from our new Tenants. If you have questions after referencing this Section, please call the Resident Manager.

7.2 WELCOME

We are pleased that you have selected The Equity Group, Inc. property as your home. The Equity Group, Inc. properties are located throughout Wisconsin. As management and staff, it is our job to ensure your tenancy is a pleasant one. We take pride maintaining a pleasant environment for all of our Tenants.

7.3 OFFICE HOURS

Normal office hours for the Resident Manager are Monday through Friday 10:00 AM – 4:00 PM, weekends are emergency only. On weekends or after normal business hours, if you have an emergency, please feel free to call the Resident Manager and leave a message regarding your emergency with a phone number you may be reached at.

7.4 TENANT RESPONSIBILITIES

This is your home. When you take possession of it, you assume definite responsibility for its care and maintenance. This responsibility includes everything from day-to-day housecleaning (i.e., proper care of appliance and removal of trash) to following the necessary rules of community living. These responsibilities are spelled out in the lease and further explained in this Section.

7.5 APARTMENT CHECK IN

Early move-in is not an option unless otherwise discussed and agreed upon by the Resident Manager and Tenant. Tenants may move in no earlier than noon on the first day of the lease. A full security deposit, signed lease and first month's rent must be provided before the time of check in. Utilities must also be put in Tenants name prior to occupancy.

Tenant will have 7 calendar days to request any maintenance and report any additional damage as a part of the move in inspection and submit to the Resident Manager and/or Management Company.

7.6 APARTMENT CHECK OUT

Tenant must vacate the apartment fully by 2:00 PM on the last day of the lease term, in good condition, excluding reasonable wear and tear, and cleaned in accordance with Section 3.16 of this Agreement. Reasonable wear and tear does not include smoke damage of any kind or holes in walls. All keys must be turned in at the time you vacate. A forwarding address must be left with the Resident Manager.

If the Tenant fails to vacate the property by 2:00 PM on the last day of occupancy, Tenant will be responsible for the late move out fee and any additional expenses the Owner incurs if apartment cleaning, repair and turnover work cannot be completed as scheduled. These costs can include, but are not limited to, cost for cancelling or rescheduling work orders, overtime charges, costs or concessions given to any future Tenant who is inconvenienced by the delay or rescheduling of cleaning, maintenance, repair or reconditioning work. If a future Tenant (s) refuses to move into the apartment because of Management Company's inability to deliver the apartment on time, Tenant will be liable for lost rent. Under the lease, Tenant is liable for any attorneys' fees (as determined by court ruling) or expenses the Management Company and Owner incur to enforce this paragraph.

7.7 RIGHT OF ENTRY

If Tenant prevents Resident Manager entry into the apartment for the purpose of showing the unit to prospective renters, Tenant is liable for and will pay the Management Company, on demand, all costs or damages Owner has due to Management Company's inability to enter the apartment, including but not limited to, the next month's rent that Management Company would have been paid, if a prospective Tenant had leased the apartment.

7.8 MOVING

Trucks and vehicles of any type are not permitted on the lawns, sidewalks, etc. and are subject to towing at Tenant's expense without further notice. Any damage to the common areas, grounds or apartment caused by moving will be charged to the Resident's account.

Please consider your neighbors when settling into your apartment by observing quiet hours provided for in this Section. For example, loud music, talking, hammering, running of dishwasher, etc. will be disturbing to your neighbors.

7.9 EVICTIONS

Being evicted is a serious matter. The following items are some of the actions that can cause you to be evicted for "Material Non-Compliance" and/or "Other Good Cause" as stated in your lease agreement:

- Inability to take proper care of your home.
- Becoming a danger to health, safety or morals of yourself, your neighbors, the staff or the complex.
- Distributing the peace of your neighbors.
- Causing damage to your home or any other community property.
- Maintaining your home in an unsanitary condition.
- Subletting the home or allowing unauthorized people live in your home.

- Non-payment of rent.
- Non-payment of maintenance services charges when billed.
- Any act or threat of violence to the employees of the property as well as to any other person of the property.
- Possession of illegal drugs in your home or anywhere on or around the property, and/or use of such drugs and/or purchase or sale of such drugs from your home or anywhere on or around the property, by yourself, family and/or guest.
- Repeated police calls to your home or the property due to activities of yourself, your family and/or guests.
- Any actions by you, your family and/or your guest which result in police raid at the property.
- Having pets without office authorization and a monthly pet fee. You must notify the office of any pets.
- Flagrant and/or continued violation of any portion of your lease including rules in this Section.

7.10 MAIL

Upon moving into your apartment, you must post your name on the mailbox for the postal carrier. Names are required by the Post Office. This can be discussed further with the Post Office.

7.11 UTILITIES, PHONE AND CABLE

Utilities

You are responsible for contacting the utility company at least a week prior to your move in date to set up utility service in your apartment. Manager will ask for proof of service at time of move in. If you have any problems with your lighting, GFIS and/or electricity, please call the Resident Manager

If you do not put your name on utilities a fee of \$50/bill plus the cost of the utilities will be charged to you by the Management Company for administrative inconvenience. Failure to do so within the first month, will result in termination of lease.

Cable

Most apartments are equipped with a cable jack in the living room. Some apartments may have cable jacks in the bedroom. You are responsible for calling the cable company to arrange for your cable service, when you are home.

7.12 STORAGE BINS AND BIN LOCKS

Do not store flammable materials in your storage locker or garage, if provided, including motorcycles, flammable materials, including flammable paints, etc. Storage lockers and garages are not to be used as workshops. Do not store empty aluminum cans in the building.

7.13 APARTMENT DOOR LOCKS AND KEYS

If you are locked out of your apartment, we will let you in, provided you have necessary identification. A minimum \$25 lockout fee will be charged for all lockouts. For your safety, we do not give access to your apartment to any adult not on the lease. We also do not unlock doors for your children or for visiting relatives, unless we have written permission from you to do so.

All fees will be charged immediately.

7.14 PARKING

Tenants may park only lawfully registered, inspected and operational passenger vehicles in their assigned parking spot (for buildings with parking assignments). No vehicles may be repaired or stored on the Premises. Vehicles violating other posted parking rules or other rules distributed to Tenants during the lease term or impending snow removal, may be towed at the Tenant 's expense without additional notice.

Parking shall be granted through application and monthly payment to the Management Company. Parking is not guaranteed with rental of a unit. All vehicles not approved, authorized and/or paying a monthly parking fee will be required to park on the street or off the property elsewhere. Do not double park vehicles. We do not allow boats, motor homes, recreational vehicles, large trucks, commercial vehicles, trailers, etc. to be parked on our grounds, unless the Management Company or the Resident Manager has so designated in writing. This especially includes inoperable or unregistered vehicles.

Properties with Parking permits will expect tenants to visibly display their tags on their rear-view mirror. Lost tags will cost \$25 per occurrence and \$50 if not returned at the termination of tenancy.

For those Tenants parking on the street, you may be required to purchase day and/or night parking permits through your local municipality, and you must follow all parking regulations as outlined by the municipality.

7.15 SUBMITTING MAINTENANCE REQUESTS

When you have a maintenance repair you must either email your Resident Manager or submit a work ticket through your online portal. If you have a maintenance emergency after business hours call the Resident Manager and they will assess the urgency of your request. Please be certain to give them your name, apartment number and telephone number, along with a description of the emergency. Emergency repairs will take priority, even during business hours and be handled first. Non-emergency repairs will be handled as quickly as possible.

We will do our best to make repairs within 24 hours. If this is not possible, we will keep you informed concerning when the repairs will be made. If you have not heard from us for any reason, please contact your resident manager.

7.16 LAUNDRY MACHINES

For buildings with laundry rooms, all machines are coin operated. The cost is subject to change.

- Do not use machines for heavily soiled laundry or laundry that could destroy the machines or leave any residue.

- Please do not wash excessively large loads in the machines.
- Please remove clothes promptly to allow others use of the machines.
- Management Company and Owner are not responsible for articles lost, damaged or stolen from laundry rooms.
- Do not leave laundry for extended periods in the laundry room.
- USE U.S. COINS ONLY

7.17 TRASH AND RECYCLING

There are dumpsters throughout the complex for our Tenants' use, only. You are responsible for bringing your trash and recyclables to them.

We also have recycling facilities throughout the complex. Please take care to not put trash in these containers. Please read the recycling guide carefully. The waste company can fine individuals for improper dumping. We do not allow anyone to go through our trash for deposit cans, etc. We do not allow anyone other than Tenants and Management Company employees to dump trash in our containers. Please contact resident manager if anyone is misusing these sites, in any manner.

Please do not leave large objects, such as furniture, etc., outside of our dumpsters. If you have a question about how to dispose of an item, please contact Resident Manager for information.

Please discard of garbage daily from your apartment for cleanliness reasons. You may not leave trash in your hallway, in your storage bin or on your deck, even temporarily. Our employees are instructed to remove trash from these areas and charge the responsible Tenant the fees and costs listed in Section 3.11 for each occurrence. In addition, do not use the laundry room trash containers for personal trash. Also, when sand buckets are in the hallways, please do not throw your trash into the buckets.

Recyclables must be loose and not in plastic bags.

7.18 MISCELLANEOUS

- Use only liquid dishwasher detergent in your dishwashers (If Applicable).
- If allowed, any or all freezers must be on Tenant electricity and must always be locked.
- Do not throw grease, food, Q-tips or foreign objects, including supposed flushable tampons or wipes down your drains or toilets. Do not use toilet drop in cleaners in toilets or toilet tanks. Tenants will be charged for damage
- The air conditioning is charged to your electric bill so use it wisely. Any questions about the use of air conditioners, please call the resident manager (If Applicable).
- Do not feed stray animals, including stray cats, birds, animals that congregate in our dumpsters and behind our buildings. It is costly and difficult to remove these animals from the Premises. Not to mention they may be dangerous.

7.19 PROPER USE AND CARE

For the comfort and convenience of all Tenants and to ensure proper use and care of the Premises, Tenant shall **not be permitted to:**

- Allow any sign, advertisement, or notice to be placed either inside or outside the building without receiving the Management Company's written consent. There are to be no rummage and/or furniture sales.
- Mark or deface any part of the building
- Allow garbage, newspapers, or refuse to remain in the apartment overnight, or to litter the halls or outside of the building. Garbage must be placed in tied plastic bags and deposited in the receptacle provided by the Management Company for that purpose. Recyclables must be loose and not in plastic bags.
- Block the streets, sidewalks, entrances halls, stairways, porches and fire escapes or use same by the Tenant for any purpose other than going into or leaving the building. These areas shall not be used for storage of any material, including bicycles, wagons, toy boxes, floor mats, shoes, etc. These are against fire codes. This also applies to garages and basement open areas.
- Remove light bulbs outside of the apartment. Tenants must supply and replace all burned out light bulbs inside Tenant's apartment. Tenant shall only use proper sized wattage bulbs in fixtures.
- Interfere with any part of the heating, lighting, refrigeration, or cooling machinery, or controls in the building, nor shall Tenant interfere with the plumbing equipment in the building. This is grounds for automatic termination of Tenant's tenancy.

7.20 HEATING

During severe or prolonged cold weather, in order to eliminate the possibility of frozen heating pipes, if your apartment has an individually controlled thermostat. **DO NOT TURN THE THERMOSTAT BELOW 68 DEGREES EVEN WHEN YOU ARE NOT IN THE APARTMENT. DO NOT LEAVE THE WINDOWS OPEN. ANY DAMAGE CAUSED BY NOT ALLOWING ENOUGH HEAT INTO THE PREMISES WILL BE THE RESPONSIBILITY OF THE TENANT TO PAY.**

7.21 INSURANCE

- The Management Company and Owner shall not be responsible for any loss or damage to the property of the Tenant stored in their rented Premises, garages, parking areas, lockers, storerooms, out lots or common areas, or any storage space. Tenant uses this space at his own risk.
- Management Company's and Owner's insurance excludes coverage of Tenants personal property. It is the responsibility of the Tenant to provide insurance coverage (Renters Insurance) for personal property kept in his/her apartment, storage area, common area, or any area on Landlord's property.

7.22 PETS

Tenant shall not be permitted to keep dogs, cats, or other unauthorized pets in the apartment.

7.23 SEVERALIBILITY

The unenforceability or invalidity of any part of this Agreement shall not have an impact on the enforceability or validity of any other part of this Agreement. Any unenforceable or invalid part of this Agreement shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said part to the extent of its unenforceability and invalidity.

7.24 ACKNOWLEDGEMENT

By initialing below, you acknowledge and agree to the terms in Section 7.

X _____ X _____ X _____

8. Signature

In Witness whereof, the parties have executed this Rental Agreement on: _____ (date)

By signing below, you acknowledge and agree to the terms in this Rental Agreement.

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

X _____
Tenant

X _____
Tenant

X _____
Tenant

X _____
Tenant

X _____
Management Company

Rent, fees, & Security Deposit Checks
payable to:
The Equity Group, Inc.
P.O. Box 150
Elm Grove, WI 53122



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

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

• Make sure children 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.¹ Many homes, including private, federally-assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.¹

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

Lead can be found:

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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 ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. 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

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

¹ "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.

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.

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators 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.

¹ 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 state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children 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 lead contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement 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.

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 ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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.¹
- **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.

¹ 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 tollfree Federal Relay Service at 1-800-877-8399.

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 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)

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
1-800-63802772 • Cpsc.gov or saferproducts.gov

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.