

RESIDENTIAL LEASE

1 This lease was drafted by SRM Properties Management, LLC who represents (Landlord) (Tenant)
2 (individual) (firm) (strike one)
3 This Lease of the Premises identified below is entered by and between the Landlord and tenant (referred to as Resident or Tenant in the singular
4 whether one or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

5 TENANT: ( adults and children) LANDLORD: SRM Properties II, LLC
6 Agent for SRM Properties Management, LLC
7 service of (name)
8 process
9 101 North Mills Street
10 (address)

10 PREMISES: Building Address Madison WI 53715
11 (city, village, town) (state) (zip)

12 (street) Agent for same Phone: (608) 575-7744
13 maintenance,
14 Madison WI management
15 (city, village, town) (state) (zip) (street)

16 :Apartment/room/unit
17 (city, village, town) (state) (zip)

18 :Other Agent for same
19 :Included furnishings/appliances: refrigerator, range, oven collection
20 other (list or attach addendum) of rents
21 (street)

22 (city, village, town) (state) (zip)

24 RENT: Rent of \$ for premises and TERM: (Strike either (a) or (b) )

25 \$ for other (specify ) (a) Month to month beginning on , or
26 is due on the 15th day of each month and is payable at (b) For a term of 12 months/beginning on Aug. 15 , 2019
27 101 North Mills Street, Madison, Wisconsin 53715 and continuing to Aug. 14 , 2020
28 If rent is received or postmarked after the 15th day of the (NOTE: A lease for a fixed term expires without further notice.
29 month, the tenant shall pay a late fee of \$ If tenancy is to be continued beyond this lease term, parties should
30 agree and make arrangements, in writing, for this in advance of the
31 lease expiration.)

32 Charges incurred by Landlord for Tenant's returned checks UTILITIES: Check if paid by: Landlord Tenant
33 are payable by Tenant. Landlord will not accept payments in Electricity
34 the form of cash. All tenants, if more than one, are Gas
35 jointly and severally liable for the amount of any Heat
36 payments due under this Lease unless this sentence Air Conditioning
37 is stricken. Acceptance of a delinquent payment does not Sewer/water
38 constitute a waiver of that default or any other default under Hot water
39 this Lease. Trash
40 Other landlord or tenant obligations: If tenant listed on the Lease Other
41 fails to submit a signed and notarized Cosigner form, if required, they will be considered in If utilities or services payable by Tenant are not separately metered,
42 violation of the Lease, lines 127-135 of this lease agreement. If Landlord is responsible tenant's share of payments are allocated as follows:
43 for payment of electricity, Tenant agrees to pay \$50.00 additional rent per month per unit
44 for air conditioners, and \$20 additional rent per month per unit for additional refrigerators.
45 Air Conditioning and extra refrigeration units must be supplied by Tenant.

46 SECURITY DEPOSIT: Upon execution of this lease, Tenant shall pay security deposit in the amount of \$ , to be held by
47 SRM Properties II, LLC. The deposit, less any amounts legally withheld, shall be mailed or delivered to the tenant as provided in Wis. Stat. s.
48 704.28 (4), and ATCP 134.06. Tenant is responsible for giving Landlord new address. Tenant may not use the security deposit for payment of the
49 monthly rent.

50 SEVERABILITY: The Provisions of this lease agreement are severable. If any provision is rendered void or unenforceable, the invalidity or
51 unenforceability of that provision does not affect other provisions of the Lease Agreement that can be given effect without the invalid or void
52 provision, except as provided in Wis. Stat. s. 704.44.

53 TIME IS OF THE ESSENCE: as to: delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease or before
54 vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this Lease or by law;
55 and (strike any parts not applicable).
56 Time is of the essence means that a deadline must be strictly followed.

57 Special Provisions: Lease begins at 12:00 PM(noon) on the lease start date. Resident(s) agree to vacate the Premises no later than 12:00 PM (noon)
58 on the lease termination date. Resident(s) are responsible for informing Landlord if their smoke detector(s) is/are inoperable. The Non-Standard
59 Rental Provisions addendum is a legal part of the lease. See attached addendum. Landlord prohibits smoking in apartments/buildings.
60 Special Provisions relating to pets: No pets will be allowed in any apartment, premises or property at any time without
61 Landlord's written authority. No visiting pets.

62 THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF
63 COPY OF LEASE AND RULES: Landlord has previously provided Tenant a copy of the lease and any rules relating to premises at time of application.
64 Landlord shall give Tenant a copy of this lease and any rules relating to the Premises when this lease is signed by Tenant. Landlord shall give the
65 tenant the check-in sheet, keys, and , on or before commencement of this Lease.
66 NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

67 GUARANTEE
68 In consideration of Landlord's agreement to lease the Premises,
69 undersigned guarantee(s) payment of all amounts due under this
70 Lease and performance of all covenants of Tenant. This
71 Guarantee is irrevocable and is not affected by modification or
72 extension of this Lease.
73 (name) (date)
74 (address)
75 (name) (date)
76 (address)
77 (name) (date)
78 (address)

IN WITNESS HEREOF, the parties have executed this Lease.
LANDLORD/AGENT SRM Properties Management, LLC
(name) (date)
TENANT
(name) (date)
(name) (date)
(name) (date)
(name) (date)
(name) (date)

81 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and ordinances  
82 including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter Ag. 134, and applicable local Ordinances. Both parties shall  
83 obey all government orders, rules and regulations related to the Premises, including local housing codes.

84 **POSSESSION; ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein. Tenant shall use the Premises for  
85 residential purposes only. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including  
86 Lease, its extension or renewal any extension with its terms or the law. If Tenant abandons the premises before expiration or termination of this, or  
87 if the tenancy is terminated for Tenant's breach of this Lease, landlord shall make reasonable efforts to re-rent the Premises and apply any rent  
88 received, less costs of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency.

89 **ENJOYMENT/GUESTS:** Tenant may not (1) engage in activities which unduly disturb other tenants in the building in which the Premises are located, or  
90 (2) use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy.  
91 Tenants may have guests visiting temporarily in the premises if their presence does not interfere with the quiet enjoyment of other occupants, and if  
92 the number of guests is not excessive for the size and facilities of the Premises. No guest may reside in the leased premises for any period of time  
93 without consent of the Landlord. Tenant shall be liable for any property damage, waste or neglect caused by the action or inaction of the Tenant or  
94 Tenant's guests, to the premises or the building or development of which they are a part.

95 Tenant, Members of the Tenant's household, or Tenant's Guests: (i) Shall not engage in any act intended to facilitate criminal activity. (ii) Shall not  
96 engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug related criminal activity, means the illegal  
97 possession, delivery, distribution or manufacture, {as defined in Wis. Stat s. 961.01(6), (9), and (13)}, of a controlled substance {as defined in Wis.  
98 Stat s. 961.01(4)}, or a controlled substance analog, {as defined in Wis. Stat s. 961.01(4m)}. (iii) Shall not permit the dwelling unit to be used for, or to  
99 activity. (iv) Shall not engage in any illegal activity, including prostitution {as prohibited in Wis. Stat s. 944.30, 944.31, 944.33 and 944.34}, criminal gang  
100 activity facilitate criminal {as defined in Wis. Stat s. 939.22(9)}, harassment {as prohibited in Wis. Stat s. 947.013}, battery {as prohibited in Wis. Stat  
101 s. 940.19}, endangering safety by use of dangerous weapon {as prohibited in Wis. Stat s. 941.20}, on or near the dwelling unit premises, or any  
102 breach of the Wis. Stat s. 943.01}.

103 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:** (1) As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to a  
104 eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or  
105 stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:  
106 (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.  
107 (i) Sought an injunction barring the person from the premises. (ii) Provided a written statement to the Landlord stating that the person will no longer be  
108 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 the victim of domestic  
109 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  
110 Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency. (3) A  
111 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.

112 **MAINTENANCE:** Landlord, under sec. 704.07, shall keep the structure of the building in which the premises are located and those portions of the  
113 building and equipment under landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under tenant's control clean and  
114 in as good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted.  
115 Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or redecorate the premises, cause  
116 any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which  
117 substantially affects the exterior appearance of the Premises or the property of which it is a part. Landlord shall keep heating equipment in a safe  
118 and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to  
119 The premises and the building in which they are located. Landlord shall give tenant written notice of the parties' responsibilities regarding the  
120 maintenance of smoke detectors as required under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its  
121 responsibilities under those rules.

122 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. A  
123 failure by the Tenant to comply substantially with the rules is a breach of the Lease and may result in eviction of the Tenant as provided in chapter  
124 799 of Wisconsin Statutes. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions  
125 adversely affecting the property. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property  
126 of which it is part. A copy of the rules will have been given to the Tenant at the time of application and at the time of signing the lease.

127 **BREACH; TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tena  
128 neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to  
129 remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if tenant fails to comply with such  
130 notice, Landlord may declare this tenancy terminated and institute action, pursuant to Chapter 799 of Wisconsin Statutes, to remove Tenant from the  
131 leased Premises without limiting the liability of tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and  
132 remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach, Tenant commits a similar breach, then  
133 this tenancy may be terminated if, before the breach has remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days  
134 after the giving of such notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any lease term. If landlord commits a breach,  
135 Tenant has rights, under chap. 704, Wis. Stats., including Secs 704.07(4) and 704.45, and under Wisconsin Administrative Code chap. Ag. 134.

136 **CODE VIOLATIONS; ADVERSE CONDITIONS:** If the Premises or the building in which they are located are currently cited for uncorrected building or  
137 housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing  
138 or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical system, or hazardous conditions or structure)  
139 these are listed under Special Provisions, or a separate addendum to this Lease, and Landlord shall exhibit copies of any uncorrected code notices or  
140 orders to Tenant, all before this lease is signed or any deposit accepted.

141 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may termina  
142 the Lease or vacate the Premises and rent shall abate until Premises are restored to a condition comparable to their prior condition. Landlord shall  
143 have the option to repair the Premises, and if repairs are not made, this lease shall terminate. If the Premises are damaged to a degree which does  
144 not render them untenable, Landlord shall repair them as soon as reasonably possible.

145 **REPAIRS:** Any promise of Landlord made before execution of this Lease to repair, clean or improve the Premises, including the promised date c  
146 completion, is listed under Special Provisions or a separate addendum to this lease. Time being of the essence as to completion of repairs does not  
147 apply to any delay beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

148 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant at reasonable times with 24 hours' advance notice to inspect the  
149 Premises and/or make repairs, and 12 hours notice to show the premises to prospective tenants or purchasers, or comply with applicable laws or  
150 regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is  
151 absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

152 Neither party shall add or change locks without providing the other party keys to permit access to the Premises. If the premises are located in the city  
153 of Madison, the provisions of MGO 32.05(2) will apply. Improper denial of access to the Premises is a breach of the Lease.

154 **ASSIGNMENT, SUBLEASE; CHANGES:** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent c  
155 Landlord, which will not be unreasonably withheld.

156 This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and enter a new lease  
157 instead of renewing it, assigning it or subleasing the Premises.

158 **ASSIGNMENT, SUBLEASE: CONSENT**

159 Tenant hereby assigns/subleases Tenant's rights under this Lease to \_\_\_\_\_.

160 In consideration of Landlord's consent to this assignment/sublease, Tenant guarantees the performance by the assignee/sublessee of the  
161 obligations of the Lease. Landlord consents to this assignment/sublease. In consideration of the assignment/sublease and Landlord's consent  
162 \_\_\_\_\_ hereby assumes all obligations of tenant under this Lease.

163 IN WITNESS WHEREOF, the parties have executed this assignment/sublease, acceptance and consent.

164 **TENANT:** \_\_\_\_\_  
165 (name) (date)

**LANDLORD:** \_\_\_\_\_  
(name) (date)

166 \_\_\_\_\_  
167 (name) (date)

**ASSIGNEE/SUBLESSEE:** \_\_\_\_\_  
(name) (date)

168 \_\_\_\_\_  
169 (name) (date)

\_\_\_\_\_  
(name) (date)

170 \_\_\_\_\_  
171 (name) (date)

\_\_\_\_\_  
(name) (date)

172 \_\_\_\_\_  
173 (name) (date)

\_\_\_\_\_  
(name) (date)

Lease Addendum - SRM Properties Management, LLC  
Non-Standard Rental Provisions

RENTAL OFFICE/CHECK IN - Landlord's office is located at 101 North Mills Street, Madison, WI 53715. Please feel free to contact us should any questions arise. For after hours emergencies, call (608) 255-3933. Check in time begins at Noon on the first day stated in your lease.

INITIALS: \_\_\_\_\_

RENT PAYMENTS

- A. All rent is due and payable in accordance with your RESIDENTIAL LEASE AGREEMENT. No postdated checks will be accepted. Resident should pay all rent and security deposit money directly to the office address of the Landlord. All checks must indicate which apartment you live in. Payments must be in the form of a check, money order, or cashier's check. Payments may be made on-line where available. Credit Cards may be available through our online payment provider. As of 8/1/2016, credit card payments are subject to a flat fee of \$17 for rent up to \$900, \$27 for rent between \$900.01 - \$1250, \$37 for rent between \$1250.01 and \$3000. Fees are paid by the resident, and charged by our online provider. The online credit card fee is subject to change, with out notice, at the discretion of our online payment provider. WE DO NOT HANDLE OR ACCEPT CASH.
- B. A late fee, as indicated in your Residential Lease Agreement, will be charged for any rent received after the due date.
- C. If rent is paid by check and the Bank for any reason returns the check, Resident will be charged a \$35.00 fee plus any additional rent amount as prescribed in section (B) above. If a second check is returned or the resident is under the eviction process, all future payments must be made by a cashier's check or certified check. If Resident continues to send personal checks or pay on-line, Landlord may return/decline checks and on-line payments and consider the account delinquent.
- D. Resident may not add new residents without PRIOR written Landlord approval.

INITIALS: \_\_\_\_\_

MAINTENANCE/PESTS - It is understood that a request for maintenance, verbal or written, gives the landlord permission and consent to enter the premises to complete the repairs at reasonable times without the landlord providing advance written notice. Resident agrees to inform the landlord of all needed maintenance and/or hazardous or potentially hazardous conditions that develop on or near the premises. If repairs are needed due to the Resident's misuse of the premises, the Resident will be charged for the cost of such repairs at the professional rates for supplies and labor. In the event a Resident loses a key and requests the lock be re-keyed a \$75.00 charge per lockset shall be assessed to the Resident. The Tenant shall pay for physical damage and/or emergency service caused by Resident. This shall include, but not be limited to physical damage to property such as broken doors, wallboards, hygiene products, etc., and other items stuck in toilets and plumbing fixtures. Residents are responsible for providing and changing light bulbs as needed after occupying the premises.

A \$40.00 per hour service charge will be assessed to your apartment account for any non-emergency service call requested after hours. Only heat, light, water and other true emergencies will be handled at no charge to the resident after hours. We strongly recommend the purchase of a quality plunger for basic toilet clogs.

Residents shall report all pest problems immediately to Landlord. Residents shall cooperate with all pest control efforts. The apartment must be properly prepared for treatment. Residents must comply with recommendations and requests from the pest control specialist, prior to professional treatment. It is acknowledged the Landlord shall not be liable for any loss of personal property to the resident, as a result of an infestation of any pest, unless caused by negligent acts or omission of the Landlord. If the premises is damaged by an infestation of insects or other pests, due to the acts or inaction of the tenant, the landlord will remediate, repair the damage and restore the appearance of the premises by redecorating, and in such case the tenant must reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proved otherwise by tenant.

INITIALS: \_\_\_\_\_

APARTMENT CONDITION/CARPET CLEANING - The apartment you are renting is taken in "as is" condition and is in fit and habitable condition. No representations are made regarding painting, cleaning, carpet replacement or any other condition that are not specifically covered in the lease or Non-Standard Lease Provisions. Carpets are provided in an "as is" condition only and are in fit and habitable condition. Landlord makes no warranties to the condition of the carpet, including, but not limited to, stains and/or cigarette burns. Make sure to note any such items on your check in report. Residents will not be charged for carpet cleaning except damage beyond normal wear and tear, such as excessive dirt/soil, stains, burns, holes, etc. Carpet cleaning therefore may not be provided at beginning of tenancy.

INITIALS: \_\_\_\_\_

SMOKE ALARMS AND DETECTORS - All required smoke detectors and fire equipment have been properly installed on the premises for the protection of the resident(s). Smoke detectors and fire extinguishers are not to be removed; Wisconsin State Statutes 941.12 states that whoever interferes with, tampers with, or removes, without authorization, any smoke detectors, fire extinguisher, or any other fire equipment, is guilty of a felony. In the event there is a fire, YOU MUST CALL the Fire Department to notify them of the fire. Per Madison General Ordinance 34.907 it shall be the responsibility of the Resident during the term of his/her tenancy to inform the Landlord IN WRITING of any malfunction of smoke detector. Landlord shall have five (5) days upon receipt of said notice to comply with the request to repair or replace the smoke detector and/or battery. This means that if you fail to notify the Landlord in writing or if you remove the battery for some reason and your apartment and other areas of the building are damaged by fire due to your actions, you may be held liable for such damage.

INITIALS: \_\_\_\_\_

PERSONAL PROPERTY/STORAGE/PACKAGE DELIVERY - It is understood that resident gives Landlord permission and consent to accept and/or sign for deliveries of packages, parcels, flowers, or other items received by the office of the Landlord. Each Resident is responsible for the protection of his/her possessions from all hazards including fire, theft and water damage. Resident must have Renter's Insurance to cover any damage that may result. Resident is NEVER allowed to store personal items or trash in ANY common area (i.e. hallways, stairwells, basements, attics, etc.). Landlord is NOT responsible, unless caused by negligent acts or omissions of the Landlord, for theft of or damage to any items of the resident or their guests and acquaintances. Storage of personal belongings is allowed only in designated areas if available: this applies to bicycles, boxes and excess furniture. Items in undesignated areas may be removed and disposed of by management. Landlord will not be responsible, unless caused by negligent acts or omissions of the Landlord, for any of the items that are stored in the basement and are damaged, destroyed or stolen during the Resident's tenancy unless said damage or destruction unless caused by negligent acts or omissions of the Landlord. City and State fire codes forbid using halls for storage of trash or any personal items or rugs; strict fines can be imposed for violation of this code.

INITIALS: \_\_\_\_\_

COMMUNITY APPEARANCE/ SOLICITORS - Tenant shall not permit door-to-door soliciting in the building at any time. We would like to keep the appearance of the property as attractive as possible. Absolutely no items are to be hung from or placed on the face of the building. Any furniture placed outside the dwelling, on porches, patios, or balconies must be appropriate outdoor furniture (no bikes, banners, garbage, etc.). Kegs of any sort are not permitted on or around the premises. Your bicycles and/or mopeds are not to be left on the grounds, sidewalks or attached in any manner to the buildings or lampposts. Autos, motorcycles, trucks, trailers, etc. are NOT allowed on lawns or in the buildings. The premises shall in no way be defaced with signs, advertisements or TV antennas. No signs or other displays are to be placed in windows or on any exterior walls or partitions. Resident is responsible for maintaining a state of cleanliness in and around the premises so as not to violate any City or State health or safety codes. Resident must pay violation of such codes. Legal action by law, as permitted by chapters 704 and 799 of the Wisconsin Statutes, may result from such Violation.

INITIALS: \_\_\_\_\_

GRILLS - Residents are NOT permitted to leave grills unattended. Caution must be exercised as well as proper safety procedures. Landlord reserves the right to prohibit usage. According to Madison General Ordinance, charcoal burners and other open-flame cooking devices, as well as liquefied-petroleum-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

INITIALS: \_\_\_\_\_

RE-LEASING OF APARTMENT – Due to the high demand for apartments in the downtown Madison area, landlord can not guarantee the availability of your apartment if you wish to renew the lease. Landlord will lease the apartment on a first-come, first-served basis. Resident agrees to allow landlord to enter the premises for showings providing the landlord gives 12-hour notice.

INITIALS: \_\_\_\_\_

WALL DÉCOR/WINDOWS - Use finishing nails to hang pictures and do not use stick adhesive on picture hangers, as they are very damaging to the walls. Please do not use adhesive items such as stickers, putty, etc. Tenants are prohibited from attaching anything to wood trim. Landlord will provide blinds.

INITIALS: \_\_\_\_\_

ENTERTAINING – Please be considerate of your neighbors so that gatherings do not become boisterous, obscene or objectionable to other residents. Resident is required to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or homes. Resident is responsible for the conduct of any guest, and financially responsible for any damages, cleaning charges, or other liability resulting from the actions or violation of city and/or state ordinance and laws of residents or resident's guests or invitees.

INITIALS: \_\_\_\_\_

LOCK-OUTS- Anyone notifying Landlord's office to be let into his or her apartment after the office is closed will be charged \$35.00. We will not let any person into the apartment whose name does not appear on the lease.

INITIALS: \_\_\_\_\_

LAUNDRY AREA – If a laundry area is made available to Residents, Landlord is not responsible, unless caused by negligent acts or omissions of the Landlord, for any lost, stolen or damaged personal belongings.

INITIALS: \_\_\_\_\_

TRASH DISPOSAL/ SNOW REMOVAL - Residents of a HOUSE lease shall be responsible for their own snow removal. Any fines assessed for failure to remove ice or snow from walks will be resident's responsibility. It is your responsibility to place all trash in the appropriate containers. No bundles, refuse or articles will be permitted to be left on patios, laundry areas or in the common areas. Resident understands that recycling is mandatory in the City of Madison and that it is their responsibility to comply with the recycling program.

INITIALS: \_\_\_\_\_

PARKING - A parking contract must be entered into between landlord and Resident before parking is allowed on premises (subject to availability). Parking in the lot is by permit only. Any vehicle without a current permit, or not parked in appropriate areas may be ticketed and/or towed at vehicle owner's expense. Motorcycles and mopeds must display their permits as close to the license plate as possible, but not on it. The Landlord is not responsible, unless caused by negligent acts or omissions of the Landlord, for theft, vandalism, damages, or acts of nature. All vehicles must be operable and have current motor vehicle registration. It is the responsibility of the resident to inform guests that vehicles without permits will be ticketed. Vehicles parked in fire lanes, handicapped spaces without proper designation or blocking the dumpsters may be ticketed and/or towed. Boats, trailers, snowmobiles and other recreational vehicles are not permitted. If any such vehicles are detected, they may be ticketed and/or towed at the vehicle owner's expense. All vehicles may be required to be removed from the parking area the day after a snow fall in excess of one inch, to allow complete plowing and snow removal. Landlord will post notice if such a situation arises.

INITIALS: \_\_\_\_\_

ENTRY / HOMESTEAD CREDIT FORMS. Resident agrees to allow landlord to enter the premises for showings and inspection, providing the landlord gives proper legal notice. Landlord retains the right to enter the apartment for any and all emergency situations, with or without notice. Landlords are not required to complete rent certificates.

INITIALS: \_\_\_\_\_

SECURITY DEPOSIT RETURN/DEDUCTIONS– Any fees incurred by the Landlord due to acts or inaction on the part of the Residents will be deducted from the security deposit unless paid prior to disbursement of the security deposit. These fees include, but are not limited to, damages, parking fees, re-keying fees, late fees or unearned discounts provided in the lease agreement, and fees for returned checks. Cost of storing and/or disposing of personal property left behind by the tenant after the tenant vacates or is evicted from the premises. Holdover damages as result of the tenants failure to vacate after the expiration of the lease or termination of the tenancy by notice. If it is necessary for Landlord to stop payment on security deposit return check due to tenants' failure to provide a correct forwarding address, or if tenants request that Landlord stop payment on the check, Landlord will deduct \$35 from subsequent check.

One check for the entire amount of the security deposit refund, if any, will be written out to the tenant designated below. The designated person will be responsible for forwarding any information to the other tenants. If no person is designated below, or if the person designated below fails to leave a forwarding address with the Landlord, the Landlord will, at its sole discretion, have the right to choose one leaseholder for the check to be returned to. This person will also receive all move-in information prior to commencement of the lease. DESIGNATED PERSON: \_\_\_\_\_

INITIALS: \_\_\_\_\_

SUBLETTING - Resident agrees to the following sublet terms and conditions:

- a) Resident must get landlord's permission in writing before subletting and follow the other provisions in the sublet information provided at the time of sublet application. Said permission will not be unreasonably withheld.
- b) There is a \$50.00 sublet fee. In addition, the responsibility and all costs of the subletting shall be borne by the Resident.
- c) The prospective sublettor must complete an application and must be approved by the Landlord before sublet is approved.
- d) The sublettor must sign the sublet portion of the lease in the presence of the Landlord. Until this is fully completed, the sublet is not legal.
- e) Tenant understands that they are still liable for the terms of the lease during the period of the sublet

INITIALS: \_\_\_\_\_

VACATING/LANDLORD PROPERTY/STORAGE OF PERSONAL PROPERTY - All keys must be returned at the time you vacate. There will be a \$75.00 per lockset charge for any keys not returned. OVERSTAY CHARGES: The overstay charge is \$50.00 per hour and commences at noon on the last day of the lease and continues until the resident has vacated the unit and returned the keys. Imposition of this fee is not permission for the tenant to holdover after the lease expires, and the Landlord retains all rights under Chapter 704 and 799 of the Wisconsin Statutes to proceed with legal action as result of the holdover. At the time you leave, you must give us your forwarding address so that we may return, or account for, your security deposit promptly. Costs for any damage to apartment or building due to Resident acts or inaction (i.e. damage resulting from unclosed windows, improper use of shower enclosures, floor stains or burns, frozen pipes from shutting off heat, etc.) may be charged to Resident at professional rates for supplies and labor. Any items that are the property of the building (i.e. furniture, screens or storm windows, carpets, lights, ceiling fans, etc.) may NOT be removed from the premises. Unless agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for seven days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

SRM Properties Management, LLC  
Addendum to Lease / Pet Agreement  
Address \_\_\_\_\_

Tenant agrees to pay: Total Pet Deposit \$ \_\_\_\_\_ Total Monthly Pet Fee \$ 0.00

THESE FEES IN NO WAY RELIEVE RESIDENT OF THE RESPONSIBILITY FROM DAMAGES CAUSED BY THE PET. ANY PET DAMAGES WILL BE DEDUCTED FROM THE TENANTS PET DEPOSIT AND IF NEEDED SECURITY DEPOSIT.

**Pet description Must Include the Following:**

Pet #1 Type/Breed \_\_\_\_\_ Color \_\_\_\_\_ Size/Weight \_\_\_\_\_ Spayed/Neutered \_\_\_\_\_

Pet#2 Type/Breed \_\_\_\_\_ Color \_\_\_\_\_ Size/Weight \_\_\_\_\_ Spayed/Neutered \_\_\_\_\_

Additional Description (include pets' name) \_\_\_\_\_

**Tenant Agrees to The Following Pet Policies:**

- Tenant agrees that a maximum of the below stated number and type pet will occupy the apartment at the above named address.
- Tenant agrees that the pet will be kept inside the apartment at ALL times, except when on a leash and accompanied by and \_\_\_\_\_ under the control of the resident and will refrain from tying the animal outside the apartment or anywhere on the property grounds. The resident is responsible for all damages or cleanup which pet may cause.
- Resident agrees that if the pet becomes annoying, bothersome, or in any way a nuisance to other residents or to the apartment operation, the resident will immediately, upon notice from Management, remove the pet from the premise.
- Tenant agrees that Landlord shall not be held responsible for the occurrence of harm or injury, escape or death of the pet.
- Tenant is responsible for any incident of damage of real or personal property or personal injury that results from the tenants' pet. Tenant shall be responsible for any damage done by said pets to persons or property and shall immediately pay for such damages and hold Landlord harmless therefore from any claims
- In the event tenant should become ill, hospitalized or otherwise unable to care for the pet:  
Tenant has made arrangements with (Name) \_\_\_\_\_ Phone \_\_\_\_\_ to remove pet from the premises within 24 hours. Tenant agrees to allow management to remove pet at its own discretion.
- Tenant understands that visiting pets, harboring any stray animals and or "pet sitting" are all prohibited.
- After tenant vacates the apartment, or before if needed, landlord will repair any damages to the apartment caused by the tenants' pet and charge tenant, either by billing tenant directly, or charging against the security deposit for repairs of any damages caused by tenants' pet. If the carpet, floor coverings, walls, doors, woodwork, etc., are damaged by pets they will be replaced or repaired and 100% of the cost will be recovered from the tenant. For carpet replacement, 10% of the carpet replacement cost will be credited against the chargeback for each year that has elapsed since carpet was installed to that unit.
- Permission to keep pet on property can be revoked at any time and for any reason whatsoever, in which event, tenant agrees to promptly remove said pet from the premises.
- Failure to comply with any term of this agreement will be considered default under the terms of the lease and tenants' lease may be terminated by Landlord.
- Management reserves the right to prohibit any type/breed of pet/animal.
- Pets will not be allowed at Clubhouse, swimming pool, other apartments, laundry rooms or offices.
- Dogs and cats must be house broken. No pet offspring are allowed.
- Owner has the right from time to time to make reasonable changes and additions to the pet rules herein, if in writing and distributed to all residents who are permitted to have pets.
- These dog breeds will not be allowed Rottweiler, German Shepherd, Siberian Husky, Malamute, Doberman Pinscher, Pit Bull, Stafford Terrier

Property Variable Options If the box is marked/checked the provision applies to the addendum. Property Variable Options hold no less weight than any of the above stated policy.

- Tenant agrees to either be at home, remove the animal from the apartment, or have the pet restrained in an appropriate cage when management advises the resident that service or repairs are scheduled to be performed within the apartment during the normal work day, or when during the last 60 days of the lease term, an agent of the management provides 24 hour notice to show the apartment to prospective residents during office hours.
- Management has set a limit of (2) Cats \_\_\_\_\_ pounds each. Any pet in excess of this amount will be refused.
- Management has set a limit of (1) Dog \_\_\_\_\_ pounds each. Any pet in excess of this amount will be refused.
- Upon execution of this pet agreement, resident will deliver to management a Veterinarian certification that states the animal has been vaccinated and in the case of a cat been neutered/spayed and declawed. No puppies will be allowed. Tenant agrees to provide pet with collar to be worn at all times containing a valid rabies tag bearing the owner's name, address, and telephone number.

\*\*\*Two Pet Total Maximum\*\*\*

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ABIDE BY THE TERMS HEREOF.

Resident \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Disclosure of Information on Lead-Based Paint and 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

• Lessor's Disclosure (Please 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).

\_\_\_\_\_  
\_\_\_\_\_

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 (Please initial)

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

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

• Agent's Acknowledgment (Please initial)

\_\_\_\_\_ (e) 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.

• 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 Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

SRM Properties Management, LLC

Office (608) 833-8562 Fax (608) 255-0807

P.O. Box 628395

Middleton, WI 53562-8395

Guarantee of Lease Agreement

I accept the responsibility for and guarantee payment of the financial obligations of

\_\_\_\_\_ pursuant to the terms of the lease for rental of the

apartment/house located at \_\_\_\_\_ Madison, WI,

Information of Guarantor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number (May be Left Blank)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code and Phone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

This document is a permanent Addendum to the Lease.

GUARANTEE: In consideration of the Landlord's Agreement to the Lease, the undersigned guarantees the payments of all amounts due under the lease and the performance of the COVENANTS by tenant.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Date

Subscribed and sworn before me:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

(seal)

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

Note: This document must be notarized.



# City of Madison Fire Department

314 W. Dayton St., Madison, WI 53703-2506

Phone: 608-266-4420 Fax: 608-267-3100 Email: [fire@cityofmadison.com](mailto:fire@cityofmadison.com)



## SMOKE ALARM REQUIREMENTS FOR OWNERS & TENANTS

Madison General Ordinance (MGO) 34.907 (3) Maintenance of Smoke Alarms establishes the following requirements for property owners and tenants relative to the maintenance of smoke alarms:

- 1) The owner of any residential building shall:
  - a) Install a smoke alarm with two (2) independent power sources consisting of a primary source that uses commercial light and power and a secondary source that consists of a non-rechargeable or rechargeable battery, OR
  - b) Install a smoke alarm which is powered by a non-replaceable, non-removable battery that is capable of powering the smoke alarm for a minimum of ten years.
  - c) Replace the battery for a secondary power supply in all smoke alarms each time the lease is renewed or once each year, whichever time period is shorter, or as recommended by the manufacturer.
  - d) Replace non-operational, damaged, or missing smoke alarms with smoke alarms meeting the requirements of MGO 34.907 (2)(a).
  - e) Provide all tenants with the manufacturer's maintenance and testing instructions.
  - f) Upon each new lease and at least once every 12 months for every continuing tenant, provide tenants with fire safety educational materials as prescribed by the Fire Chief. Materials are available at [www.madisonfire.org](http://www.madisonfire.org).
  - g) Upon each new lease and once every 12 months for every continuing tenant, complete and sign this document as prescribed in MGO 32.907(4).
- 2) The tenant shall be responsible for:
  - a) Maintaining and testing, in accordance with the manufacturer's instructions, smoke alarms that are within the dwelling unit during the term of the tenancy.
  - b) Notifying the owner in writing if a smoke alarm becomes inoperable. The owner shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s). Any smoke alarms which are powered with standard batteries which are found to be inoperable shall be replaced by the owner with smoke alarms meeting the requirements of MGO 34.907 (2)(a).
  - c) Completing and signing this document as prescribed in MGO 32.06(4).
- 3) No person, including tenants or occupants, shall tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable – MGO 34.907(3)(e).
- 4) Where smoke alarms powered solely by commercial light and power have been installed and maintained in accordance with this chapter, such smoke alarms shall continue to be used and maintained in accordance with the manufacturer's instructions.
- 5) No smoke alarm may remain in service for more than ten years unless the manufacturer specifies a different service life.

ANY PERSON WHO VIOLATES ANY PROVISION OF SEC. 34.907 SHALL BE SUBJECT TO MAXIMUM FORFEITURE OF \$187 FOR THE FIRST VIOLATION AS SPECIFIED IN SEC. 34.01(14)

NO DWELLING UNIT OR PREMISES MAY BE OCCUPIED, USED, OR RENTED WHICH DOES NOT COMPLY WITH THIS ORDINANCE.



TENANT

By signing this I state that I have read this document and understand:

1. That the required alarms are installed and operating in accordance with this section.
2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
3. My responsibilities for the maintenance and testing of smoke alarms as outlined in MGO 34.42.
4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

Tenant Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER

By signing this I state that I have read this document and understand:

1. That the required alarms are installed and operating in accordance with this section.
2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
3. My responsibilities for the installation of smoke alarms as outlined in MGO 34.42.
4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

Owner Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Questions concerning placement and maintenance of smoke alarms should be directed to the Fire Prevention Unit of the Madison Fire Department at (608) 266-4420.

SMOKE ALARMS SAVE LIVES!

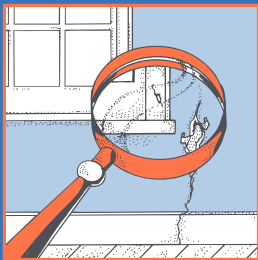
## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

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



Recycled/Recyclable  
Printed With Vegetable Based Inks On Recycled Paper  
(minimum 50% Postconsumer Process Chlorine free)



## Protect Your Family From Lead In Your Home



**EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

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

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



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

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



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



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



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

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

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

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

1

## Lead Gets in the Body in Many Ways

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

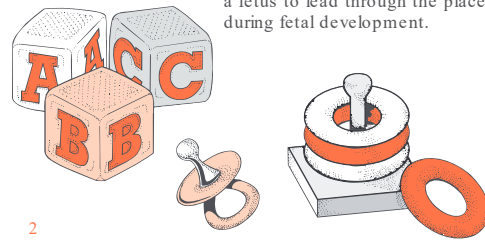
- People can get lead in their body if they:
- u Breathe in lead dust (especially during renovations that disturb painted surfaces).
  - u Put their hands or other objects covered with lead dust in their mouths.
  - u Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- u Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



2

### Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

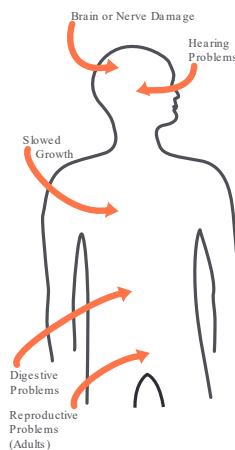
- u Nervous system and kidney damage.
- u Learning disabilities, attention deficit disorder, and decreased intelligence.
- u Speech, language, and behavior problems.
- u Poor muscle coordination.
- u Decreased muscle and bone growth.
- u Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- u Increased chance of illness during pregnancy.
- u Harm to a fetus, including brain damage or death.
- u Fertility problems (in men and women).
- u High blood pressure.
- u Digestive problems.
- u Nerve disorders.
- u Memory and concentration problems.
- u Muscle and joint pain.



Lead affects the body in many ways.

3

## Where Lead-Based Paint Is Found

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

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

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

## Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

- u Children at ages 1 and 2.
- u Children or other family members who have been exposed to high levels of lead.
- u 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.

4

## Identifying Lead Hazards

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

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

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

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

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

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

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

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

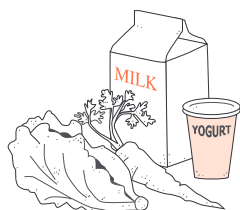
5

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

## What You Can Do Now To Protect Your Family

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

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



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## Checking Your Home for Lead

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

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

- u A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- u 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.
- u A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

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



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## Reducing Lead Hazards In The Home

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

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

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

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

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

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

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.



8

## Remodeling or Renovating a Home With Lead-Based Paint

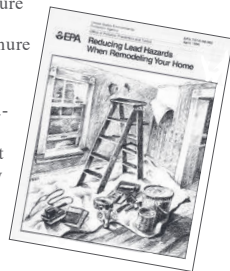
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



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



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## Other Sources of Lead



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

- u Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- ☑ Use only cold water for drinking and cooking.
- ☑ Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

- u The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- u Old painted toys and furniture.
- u Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- u Lead smelters or other industries that release lead into the air.
- u Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- u Folk remedies that contain lead, such as **Preta** and **Mazcon** used to treat an upset stomach.



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## For More Information

### The National Lead Information Center

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

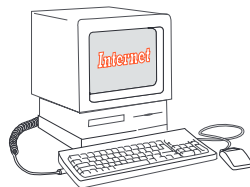


### EPA's Safe Drinking Water Hotline

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

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).



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

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

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## EPA Regional Offices

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

### EPA Regional Offices

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

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

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

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

Regional Lead Contact  
U.S. EPA Region 5 (DF8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

Region 10 (Alaska, Idaho, Oregon, Washington)

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

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## CPSC Regional Offices

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

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

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

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

## HUD Lead Office

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

U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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

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