

Home Locators  
211 Crystal Grove Blvd. #101 Lutz FL 33548  
813-908-8888

# Congratulations!

## INSTRUCTIONS:

- ALL parties must sign individually. ONE person will receive the lease to start the signing process.
- After the first person has initialed and signed all required areas, the lease will automatically be forwarded to the next party for signing.
- If you share an email with another person(s), you will receive a second email at the same email address enabling that person to sign.
- Move in moneys are to be paid through the Tenant portal 10 business days prior to your move in date.
- If you do not pay online, you must pay via certified funds, cashier's check or money order made payable to Home Locators by your lease start date. Cash and personal checks cannot be accepted.
- Your last available day to pay online is: \_\_\_\_\_.
- Coordinate your move in time with your Agent. Keys will not be released prior to your lease start date.

The following items are due:

Holding Fee\*

First Months' Rent

Additional Deposit

Pet Fee

Other \_\_\_\_\_

Amount

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Status

*\*Holding Fee converted to security deposit on lease start date.*

***This property will NOT be taken "off the market" and is still available to other applicants until the holding fee AND signed lease are received by Home Locators. Time is of the essence.***

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

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

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

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

## IMPORTANT PHONE NUMBERS

List is reference only and may not include all available utility companies in the area.

### HILLSBOROUGH COUNTY

|                                       |              |
|---------------------------------------|--------------|
| TECO (Tampa Electric)                 | 813.223.0800 |
| Hillsborough County Utilities (Water) | 813.272.6680 |
| City of Tampa Utilities (Water)       | 813.274.8811 |
| Temple Terrace (Water)                | 813.206.6570 |
| City of Tampa (Trash)                 | 813.348.1111 |

### PASCO COUNTY

|  |              |
|--|--------------|
| Duke Energy (Electric)                   | 727.443.2641 |
| Withlacoochee (Electric)                 | 813.235.6012 |
| Pasco Utilities (New Port Richey, Water) | 727.847.8131 |
| Pasco Utilities (Land O Lakes, Water)    | 813.235.6012 |
| Pasco Utilities (Dade City, Water)       | 352.521.4285 |

### PINELLAS COUNTY

|                                   |              |
|-----------------------------------|--------------|
| Duke Energy (Electric)            | 727.443.2641 |
| Pinellas County Utilities (Water) | 727.464.4000 |

### HERNANDO COUNTY

|                                   |              |
|-----------------------------------|--------------|
| Duke Energy (Electric)            | 727.443.2641 |
| Hernando County Utilities (Water) | 352.754.4037 |

# LEASE AGREEMENT

Tenant(s): \_\_\_\_\_

Landlord(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Lease Term: \_\_\_\_\_ TO \_\_\_\_\_

Total Security Deposit: \$ \_\_\_\_\_

First Full Month's Rent Due on or before: \_\_\_\_\_

Rent: \$ \_\_\_\_\_

Pro-Rate IN Rent: \$ \_\_\_\_\_ Due On \_\_\_\_\_, 20\_\_\_\_

**SECURITY DEPOSIT:** The security deposit will be kept on deposit during the entire term of this lease in a separate non-interest bearing account at **DFCU Financial, 10824 North Dale Mabry Highway, Tampa 33618**, subject to the provisions of section 83.49 (3) as contained in Florida Statutes. Florida Statute 83.49(1) requires that Home Locators provide to Tenant(s) the following disclosure:

(1). Whenever money is deposited or advanced by a Tenant(s) on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the Landlord(s) or the Landlord's Agent shall either:

(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the Tenant or Tenant(s). The Landlord(s) shall not commingle such moneys with any other funds of the Landlord(s) or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the Landlord(s).

(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the Tenant or Tenant(s), in which case the Tenant(s) shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the Landlord(s) elects. The Landlord(s) shall not commingle such moneys with any other funds of the Landlord(s) or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the Landlord(s).

(c) Post a surety bond, executed by the Landlord(s) as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the Tenant(s) or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the Landlord(s) with the provisions of this section and shall run to the Governor for the benefit of any Tenant(s) injured by the Landlord(s) violation of the provisions of this section. In addition to posting the surety bond, the Landlord(s) shall pay to the Tenant(s) interest at the rate of 5 percent per year, simple interest. A Landlord(s), or the Landlord(s) Agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of Tenant(s) or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the Landlord(s) with the provisions of this section and shall run to the Governor for the benefit of any Tenant(s) injured by the Landlord(s) violation of this section. In addition to posting a surety bond, the Landlord(s) shall pay to the Tenant(s) interest on the security deposit or advance rent held on behalf of that Tenant(s) at the rate of 5 percent per year simple interest.

Landlord(s) Initials \_\_\_\_\_ Tenant(s) Initials \_\_\_\_\_

(2). Florida statute 83.49(2) requires that Home Locators provide to Tenant(s) the following disclosure: TENANT(S) LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD(S) MAY TRANSFER ADVANCE RENTS TO THE LANDLORD(S) ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN TENANT(S) MOVE OUT, TENANT(S) MUST GIVE THE LANDLORD(S) TENANT(S) NEW ADDRESS SO THAT THE LANDLORD(S) CAN SEND TENANT(S) NOTICES REGARDING TENANT(S) DEPOSIT. THE LANDLORD(S) MUST MAIL TENANT(S) NOTICE, WITHIN 30 DAYS AFTER TENANT(S) MOVE OUT, OF THE LANDLORD(S) INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF TENANT(S) DO NOT REPLY TO THE LANDLORD(S) STATING TENANT(S) OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD(S) NOTICE, THE LANDLORD(S) WILL COLLECT THE CLAIM AND MUST MAIL TENANT(S) THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD(S) FAILS TO TIMELY MAIL TENANT(S) NOTICE, THE LANDLORD(S) MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST TENANT(S) FOR DAMAGES. IF TENANT(S) FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD(S) MAY COLLECT FROM THE DEPOSIT, BUT TENANT(S) MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

TENANT(S) SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE TENANT(S) LEGAL RIGHTS AND OBLIGATIONS.

**1. RENT:** Rent is due on or before the 1st day of each calendar month without demand and made payable to: Home Locators, 211 Crystal Grove Blvd. #101, Lutz FL 33548. Rent must be received by Landlord or its designated Agent on or before the due date. **A late fee of 5% of the monthly rental amount will be charged on the 4th day of the month, and \$10 per day as additional rent until balance is paid in full.** Cash payments are not accepted. Rent payments must be made by ONE check or money order even if there is more than one Tenant(s). If two of Tenant(s) payments are dishonored (including online payments), all future payments must be made by money order or cashier's check; dishonored payments (including online payments) will be subject to a fee of \$50 as additional rent. If Landlord or its designated Agent has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid. Landlord or its designated Agent may serve Tenant(s) with a Notice to Pay or Quit and will not be required to redeposit the check. Third party checks are not accepted. Any monies that Tenant(s) owes to Landlord or its designated Agent shall be deemed rent under this Lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this Lease. Partial payments of rent will not be accepted.

**2. RENEWAL/NOTICE TO VACATE:** Tenant will notify Landlord 60 days prior to the end of the Lease Term of Tenants intentions to vacate the premises or desire to renew the lease agreement for an additional term, terms and conditions to be negotiated. Notice to Vacate must be received in writing as described in paragraph 8 or on the tenant portal. Notwithstanding such notice of Tenants desire to renew, Landlord shall not be obligated to grant renewal of Lease.

**3. HOLDOVER:** If Tenant holds over and continues in possession of the premises, or any part thereof, after expiration of the Lease without Landlord's written permission, Landlord may recover double the amount of rent due for each day Tenant holds over and refuses to surrender possession.

**4. UTILITIES:** Tenant(s) agrees to have all accounts for utilities not included in Rent immediately placed in Tenant(s) name with accounts kept current throughout occupancy. Garbage removal is considered a utility under this lease. If the utilities which Tenant(s) is responsible for are still in the Landlords or its designated Agents name at the time the Tenant(s) takes occupancy, Tenant(s) agrees that Landlord or its designated Agent shall order such utilities to be terminated. In the event a condominium or homeowners association is currently providing any utilities or services to the unit and decides to discontinue these services for any reason, Tenant(s) agrees that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services. The discontinuation of any such services by the association shall not be construed as prohibited practice by the Landlord or Agent, nor shall it constitute a default under the lease. The failure of the Tenant(s) to retain and pay for essential services such as water, sewer and trash upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

**5. OCCUPANCY:** The premises shall be used only as a private residence and as a single-family dwelling unit, and for no other purpose. Without the Landlord or its designated Agents prior written permission, no other persons may live there, even temporarily, nor may the dwelling be sublet. Tenant(s) shall not operate any type of day care or child sitting service on the premises.

**6. PETS:** No pets shall be kept on the premises except as authorized by the attached Pet Addendum.

**7. CRIMINAL ACTIVITY:** If Tenant or Tenant(s) invitees engages in criminal activity on the premises or near enough to adversely affect it or neighbors, such activity will be a default for which this lease may be immediately terminated.

**8. INTEGRATION:** This Lease and exhibits and attachments, if any, set forth the entire agreement between Landlord or its designated Agent and Tenant(s) concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

Landlord(s) Initials \_\_\_\_\_ Tenant(s) Initials \_\_\_\_\_

**9. DELIVERY OF NOTICES:** Any notice from Landlord or its designated Agent to Tenant(s) will be deemed delivered when mailed to Tenant(s) at Tenant's premises by first class mail; or personally handed to Tenant(s) or anyone in Tenant(s) premises; or left at Tenant(s) premises in Tenant(s) absence. Delivery of one copy of a notice is sufficient for all Tenant(s). Any notice from Tenant(s) to Landlord or its designated Agent will be deemed delivered when received at Agents office, by certified mail, return receipt requested, or personally delivered to Landlord or its designated Agent. In the event Landlord or its designated Agent posts any notice, whether posted on the door or posted by certified mail as it relates to rent either directly or indirectly, including but not limited to Notices to Pay or Quit or HOA violation notices, Tenant(s) is required to pay a notice fee of \$50.00 per occurrence as additional rent. Home Locators is not bound by any notifications on checks. **RIGHT TO ENTER:** Landlords Agent, upon reasonable notice by telephone, hand-delivery or posting to Tenant(s), has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. Landlord or its designated Agent has the immediate right of entry in cases of emergency, or to protect or preserve the premises. Landlords Agent may place signs on the premises at any time. It is understood that Landlords Agent may begin efforts to Lease the property again and Tenant(s) agrees to allow property to be shown during the last sixty (60) days.

**10. REPAIR AND MAINTENANCE:** Tenant(s) accepts the condition of the premises in as is condition with no warranties expressed or implied. Tenant(s) shall maintain the premises in good, clean, and habitable condition throughout the tenancy; use all electrical, plumbing (including the clearing of stoppages), light bulb replacement, heating, cooling, appliances, and other equipment in a reasonable manner and removing all garbage in a sanitary manner. Items such as trash compactors, ice makers, water filtration systems, wine coolers, water softeners, stove vent hoods, ceiling fans and whirlpool tubs are left for Tenant(s) enjoyment and at the Landlords option may or may not be repaired if these systems fail. In the event Tenant or Tenant(s) guests or invitees cause any damage to the premises, Landlord may at its option repair same and Tenant(s) shall pay for the expenses of same on demand or Landlord or its designated Agent may require Tenant(s) repair same, all charges incurred as additional rent. Any service requests due to Tenant(s) negligence, including service calls that Tenant(s) fails to be present for, will be the financial responsibility of the Tenant(s) and will be considered additional rent. **Tenant(s) must immediately notify Home Locators in writing of any needed maintenance or repair. Tenant(s) must inspect Tenant(s) smoke detector(s) at least once a month to determine if it is working properly and notify Home Locators of any deficiency. Tenant(s) must change air conditioning and heating filter monthly, more often if necessary.** Upon lease end, if walls need repainted, touch up painting is NOT allowed. Tenant(s) agrees to repaint entire wall or entire room at Tenant(s) expense. Tenant(s) agrees that they shall immediately test the smoke detector and shall maintain same. If Tenant(s) rental includes hardwood floors all furniture should rest on felt protection at all times. Change felt tabs on chair legs every 2 - 3 months, or as needed. Floors should be cleaned daily with a dry dust mop, broom with exploded ends or a canister vacuum with special bare floor attachments. DO NOT USE vacuums with a beater bar. Do not use excessive water. Never use any kind of commercial cleaner or polishes on floors.

**11. MOLD:** Tenant(s) must take steps to limit the growth of mold in Tenant(s) dwelling. This includes operating the heating and air conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting to Home Locators any leaks or other water intrusion into Tenant(s) dwelling or any visible mold that Tenant(s) cannot remove.

**12. PEST CONTROL:** Tenant(s) must provide for the extermination of rats, mice, roaches, ants, bedbugs, and other vermin, in a single-family dwelling.

**13. ALTERATION:** Tenant(s) must obtain prior written consent from or its designated Agent before painting, installing fixtures, making alterations, changing locks, additions, or improvements and if permission is granted, same shall become Landlord's property and shall remain on the premises at the termination of the tenancy. No water-filled furniture.

**14. LIABILITY:** Trampolines are strictly prohibited. All Tenant(s) personal property shall be at the risk of the Tenant(s) and Landlord or its designated Agent shall not be liable for any damage to said personal property of the Tenant(s) arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. Tenant(s) is responsible for obtaining insurance for personal property. With respect to Tenant(s) family or invitees, Tenant(s) agree to hold Home Locators harmless and indemnify Home Locators from liability. **HOME LOCATORS STRONGLY RECOMMEND THAT TENANT(S) SECURE INSURANCE TO PROTECT THEMSELVES AND THEIR PROPERTY.** Tenant(s) successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

**15. SECURITY:** Home Locators does not provide and have no duty to provide security services to Tenant(s), others, or property. Tenant(s) must look solely to the public police for such protection. Home Locators will not be liable for failure to provide security services or devices or for the criminal or wrongful acts of others.

**16. DAMAGE:** If Home Locators determines that Tenant(s) dwelling should not be occupied because of damage or risk to property, health, or safety Home Locators may terminate this lease. If it is uninhabitable due to fault of Tenant(s), Tenant(s) family, or invitee(s), Tenant(s) will be liable for any monetary loss to Home Locators including rent. Nothing may be used or kept in or about Tenant(s) dwelling, which would in any way increase Landlords or designated agent's insurance cost, be a violation of law, or otherwise be a hazard.

**17. WAIVERS:** The rights of the Landlord or its designated Agent under this lease shall be cumulative, and failure on the part of the Landlord or its designated Agent to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

Landlord(s) Initials \_\_\_\_\_ Tenant(s) Initials \_\_\_\_\_

**18. POSSESSION:** If the dwelling is not ready for Tenant(s) occupancy on the beginning date of this lease, the beginning date may be extended up to 7 days or the lease may be voided at the option of either the Landlord, its' designated Agent, or the Tenant(s). Home Locators shall not be liable for any loss caused by such delay or termination.

**19. APPLICATION:** If Tenant(s) has filled out a rental application, any misrepresentation made by the Tenant(s) in same will be a breach of this agreement and Landlord or its designated Agent may terminate the tenancy.

**20. RADON GAS:** State law requires the following notice to be given: Radon is a naturally occurring radioactive gas that, when has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state building codes have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Tenant(s) county public health unit.

**21. PARTIES:** If this Lease is executed by more than one Tenant(s), the responsibilities and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural. The use of the singular pronoun in referring to the Landlord shall nevertheless be deemed a proper preference, even though the Landlord may be an individual, a corporation, a partnership or a group of two or more individuals or corporations, or any combination thereof, operating under a fictitious name. Any direct contact with the Landlord of the property by the Tenant(s) will be considered a breach of lease and Tenant(s) lease may be terminated.

**22. LAWN AND POOL:** Tenant(s) must maintain the lawn and other vegetation (shrubbery, flowers, etc.) in as good or better condition as at the beginning of the lease, including watering, mowing, trimming, weeding, and fertilizing as required. IF Lawn care is included, this includes mowing and edging ONLY. No alterations may be made. If there is a pool, Tenant(s) must maintain it in good condition and in compliance with all laws and ordinances. This does not apply if an HOA or condominium association takes care of lawn and/or pool maintenance.

**23. ASSOCIATIONS:** This lease is contingent upon the approval and acceptance of the Homeowners Association or Condominium Association (if applicable). Should any clause or addendum within the lease agreement conflict with regulations and/or bylaws as set forth by the Homeowners Association or Condominium Association then regulations and/or bylaws as set forth by the community in which Tenant(s) reside will prevail. Tenant(s) must comply with all laws, ordinances, rules, or regulations (such as, but not limited to Homeowners Association) that apply to the dwelling and failure to comply shall be a breach of this lease.

**24. SMOKING:** Smoking is NOT permitted inside the premises by Tenant(s), guests, or invitees. Tenant(s) understands that smoking inside the premises shall be considered a material default under this lease agreement.

**25. ATTORNEY'S FEES:** If Landlord or its designated Agent employs an attorney due to Tenant(s) violation of the terms and conditions of this lease, Tenant(s) shall be responsible for all costs and reasonable attorney's fees as incurred by the Landlord or its designated Agent whether or not suit is filed. Landlord or its designated Agent and Tenant(s) waives the right to demand a jury trial concerning any litigation between Landlord or its designated Agent and Tenant(s).

**26. VEHICLES:** Vehicles must be currently licensed and owned by the Tenant(s), registered, operational and properly parked. Tenant(s) agrees to abide by all parking rules established by the condominium or homeowner's association. Tenant(s) is not to make repairs or disassemble vehicles on the premises. Parking on the lawn is prohibited.

**27. VACATING/ABANDONED ARTICLES:** At the expiration of this agreement or any extension, Tenant(s) shall peacefully surrender the premises and turn in all keys and any other property owned by Landlord leaving the premises in good, clean condition, ordinary wear and tear excepted. Any articles left in or upon the premises by the Tenant(s) upon termination of the Lease for any reason shall be disposed of by Landlord or its designated Agent without any recourse by the Tenant(s). The Landlord or its designated Agent herein is further given the right to use the Tenant(s) security deposit to cover the Landlord's expense in disposing of these articles.

**28. SEPTIC TANK SYSTEM:** If the property Tenant(s) are renting has a septic tank sewage system, there are only three items that are safe to put in drains. Human waste, toilet paper and Rid-Ex. The third will insure proper bacteria levels in the tank and should be put in monthly. Prohibited items will kill bacteria in the tank causing it not to work; these items may also clog the line causing the entire system to fail. Prohibited items include: Paper towels, clean-up cloths, grease, food, feminine hygiene products, condoms, paint, toys, corrosive chemicals, any kind of liquid or tablet chemical that is stored in the tank to keep the toilet clean. Management will make repairs for items that wear out or are through normal wear and tear. Maintenance required because of Tenant(s) negligence or carelessness will be Tenant(s) responsibility. If a toilet is plugged or the septic system fails, and the presence of any foreign materials as noted above (other than toilet paper) will result in Tenant(s) being charged for associated damages, repairs and labor.

**29. DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, Tenant(s) agrees that if the premises are being managed by an Agent for the record Landlord, Tenant(s) agrees to hold Agents, its heirs, employees and assigns harmless and shall look solely to the record Landlord of the premises in the event of a legal dispute.

Landlord(s) Initials \_\_\_\_\_ Tenant(s) Initials \_\_\_\_\_

**30. MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or its designated Agent unless reduced to writing and signed by the parties.

**31. APPLIANCES INCLUDED:** \_\_\_\_\_

**32. UTILITIES INCLUDED:** \_\_\_\_\_

**33. CONDITIONS and/or CONCESSIONS:** THIS IS A NON-SMOKING UNIT. NO SMOKING IS ALLOWED WITHIN THE DWELLING.

**KEYS:** All keys and remotes must be returned to Home Locators after the end date of the lease term, within 24 hours. Tenant(s) will remain responsible for rent until the keys and remotes are returned.

**ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT(S) AGREE(S) THAT UPON SURRENDER, ABANDONMENT OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT(S), AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD OR ITS DESIGNATED AGENT SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT(S) PERSONAL PROPERTY.**

**LANDLORD:**

Landlord (Print): \_\_\_\_\_

Witness (Print): \_\_\_\_\_

Landlord (Signature): \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

Landlord (Print): \_\_\_\_\_

Witness (Print): \_\_\_\_\_

Landlord (Signature): \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

Landlord (Print): \_\_\_\_\_

Witness (Print): \_\_\_\_\_

Landlord (Signature): \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

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

*Witnesses are required ONLY for leases longer than 12 months.*

**TENANT(S):**

Tenant (Print): \_\_\_\_\_

Witness (Print): \_\_\_\_\_

Tenant (Signature): \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

Tenant (Print): \_\_\_\_\_

Witness (Print): \_\_\_\_\_

Tenant (Signature): \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

Tenant (Print): \_\_\_\_\_

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Witness (Signature): \_\_\_\_\_

Tenant (Print): \_\_\_\_\_

Witness (Print): \_\_\_\_\_

Tenant (Signature): \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

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

Landlord(s) Initials \_\_\_\_\_ Tenant(s) Initials \_\_\_\_\_

**PET ADDENDUM**

**Consent is hereby granted to Tenant(s) to keep the described pet(s) on the Leased premises, provided the below listed conditions are abided by:**

Additional monthly fee of \$ \_\_\_\_\_ is added to the monthly rent as additional rent.

A non-refundable fee of \$ \_\_\_\_\_ is paid by Tenant(s)

An additional deposit of \$ \_\_\_\_\_ is paid by Tenant(s). This is included in the Total Security Deposit indicated on the first page of this Lease Agreement. This sum may be used by Landlord or its designated Agent to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.

Only pet(s) specifically on this Agreement are allowed and such pets must be pre-approved prior to bringing pet on the premises.

Pet(s) must be kept on a leash at all times while it is outside on the premises. Pets are NOT ALLOWED to run loose at any time. Tenant(s) agree to fully indemnify the Owner, Landlord or Agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.

In the event any pet(s) have offspring, Tenant(s) will be in immediate breach of this agreement. All pet(s) must weight under the weight limit of \_\_\_\_\_ Not Applicable \_\_\_\_\_ 25 lbs. \_\_\_\_\_ 50 lbs. \_\_\_\_\_ 75 lbs. at all times.

Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pet(s) in that area only. Tenant(s) are fully responsible for immediately cleaning up after pet(s) and must do so.

Tenant(s) will be responsible for FULL replacement and / or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

TENANT(S) AGREE THAT APPROVAL OR DENIAL OF ALL PET(S) IS AT THE SOLE DISCRETION OF LANDLORD OR AGENT. Owner, Landlord or Agent reserves the right to withdraw consent at any time by giving Tenant(s) 7 days written notice to remove pet(s) from premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other Tenant(s) or employees of Landlord or Agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on premises is a revocable privilege and not a right.

**DESCRIPTION OF PET:**

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Name: \_\_\_\_\_ Lbs. \_\_\_\_\_

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Name: \_\_\_\_\_ Lbs. \_\_\_\_\_

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Name: \_\_\_\_\_ Lbs. \_\_\_\_\_

Landlord(s) Initials \_\_\_\_\_ Tenant(s) Initials \_\_\_\_\_



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

## Lead Warning Statement

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

**(Landlord to initial each line as confirmation the line has been read)**

## Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards **(initial (i) or (ii) below)**:

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing(explain).  
\_\_\_\_\_  
\_\_\_\_\_

(ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord **(initial (i) or (ii) below)**:

(i) \_\_\_\_\_ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

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

## Tenant's Acknowledgment (initial)

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

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

## Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d 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 they have provided is true and accurate.

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

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

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

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



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

June 2017

## Are You Planning to Buy or Rent a Home Built Before 1978?

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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
- How lead affects health
- 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 (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

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

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### 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

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**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:**

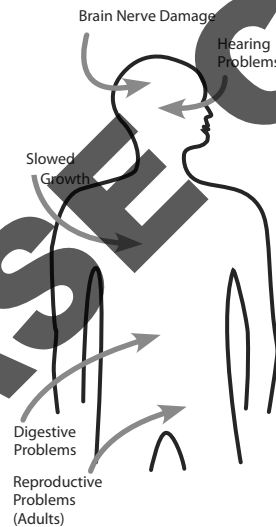
- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

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

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**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

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

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

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

### Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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

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



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

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**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

**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

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

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

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



## Checking Your Home for Lead, continued

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

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

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

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**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.

## Reducing Lead Hazards, continued

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**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

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

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F

**Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.

- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

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

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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13 \*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## Other Sources of Lead, continued

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

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. 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.

## For More Information

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### **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](http://epa.gov/lead) and [hud.gov/lead](http://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/safewater](http://epa.gov/safewater) 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](http://cpsc.gov) or [saferproducts.gov](http://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](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

# Required Notice of Rental Housing Rights and Resources

Pursuant to Hillsborough County Ordinance 2021-21-7, landlords and other lessors of residential rental property in unincorporated Hillsborough County are required to distribute this notice to persons applying to rent a rental unit. Where no application is required, this Notice must be provided prior to the tenant's occupation of a rental unit.

This notice provides a general overview of rental rights and related resources for tenants in unincorporated Hillsborough County, but is not intended to provide legal advice by either the County or the landlord providing the notice.

## TENANTS HAVE RIGHTS

Just as tenants have responsibilities under Florida law and through lease agreements – including paying rent, keeping the unit clean and in working order, and not disturbing the peace, – landlords have certain requirements and restrictions as well, such as providing a clean and safe property by maintaining the major systems and the building structure. Landlords in unincorporated Hillsborough County are also required to provide notice to tenants informing them when a late fee has been incurred.

## KNOW THE LAW

Tenants in Florida can have either a written or an oral lease agreement. Because there are more likely to be misunderstandings with an oral lease, if possible, it is recommended that tenants have a written lease agreement with the landlord. Prior to entering into a lease, tenants should review their lease regarding their responsibilities and should also be familiar with Florida's Landlord/Tenant Law in Florida Statute Chapter 83, Part II. The state of Florida provides a free brochure with an overview of Florida's Landlord/Tenant Law that is available at [FloridaConsumerHelp.com](http://FloridaConsumerHelp.com) or by calling **1-800-HELP-FLA (435-7352)** or **1-800-FL-AYUDA (352-9832)** en Español.

## ALL RESIDENTIAL RENTALS MUST BE FIT FOR HABITATION

A unit must generally include plumbing and heating that is compliant with all applicable codes, be reasonably free from pests and have fully-functioning and locking doors and windows, among other requirements. Structures in unincorporated Hillsborough County must also meet all applicable building, housing, and health codes. If there is an issue with your unit for which you

are not responsible for in your lease, contact your landlord as set forth in your lease. If your landlord does not address the issue within a reasonable timeframe, you may be able to report it. Certain issues, such as lack of operable sanitary facilities or water or leaking roofs, can be reported to **Hillsborough County Code Enforcement at (813) 274-6600**.

## DISCRIMINATION AND RETALIATION ARE ILLEGAL

A landlord may not raise your rent or threaten to evict you because you reported a health or safety violation or filed a fair housing complaint. A landlord cannot treat you differently because of your race, nationality, disability, religion, or sexual orientation, or because you pay your rent with Section 8 vouchers or any other governmental assistance, among other criteria. If you feel you have been discriminated or retaliated against, you can contact the **Equal Opportunity Administrator's Office at (813) 272-6554** or the **Hillsborough County Consumer Protection at (813) 635-8316**.

## YOU HAVE THE RIGHT TO CHALLENGE AN EVICTION AND OTHER UNLAWFUL ACTION

A lease does not prevent you from challenging an eviction. If the landlord is violating the lease agreement, you can always seek relief through the courts. If you cannot afford an attorney, you can contact **Bay Area Legal Services at (813) 232-1343** to see if you are eligible for free legal assistance.

## FINANCIAL ASSISTANCE

If you face eviction and/or homelessness, financial assistance may be available. There are many local organizations that can help. Contact **Hillsborough County Social Services at (813) 301-7341**.



# Required Notice of Rental Housing Rights and Resources

## Resources

**Discrimination (Race, Color, Gender, Age, National Origin, Religion, Disability, Marital or Familial Status, Sexual Orientation, Gender Identity, or Expression)**

**Hillsborough County Equal Opportunity Administrator's Office**  
(813) 272-6554

**Persons with Disabilities**

**Hillsborough County ADA Officer**  
(813) 276-8401; TTY: 7-1-1

For hearing or speech assistance, call the Florida Relay Service Numbers, (800) 955-8771 (TDD) or (800) 955- 8700(v) or Dial 711

**Housing & Rental Financial Assistance**

**Hillsborough County Social Services**  
(813) 301-7341

**Section 8**

**Tampa Housing Authority**  
(813) 341-9101

**Eviction Proceedings & Disputes**

**Hillsborough County Clerk of the Circuit Court**  
(813) 276-8100 x 7807

**Hillsborough County Sheriff's Office Civil Process Section**  
(813) 242-5200

**Complaints, Security Deposit Disputes & Source of Income Discrimination**

**Hillsborough County Consumer Protection**  
(813) 635-8316  
HCFLGov.net/Consumer

**Legal Questions or Problems**

**Bay Area Legal Services, Inc.**  
(813) 232-1343

## Affirmation of Receipt of Required Notice of Rental Housing Rights and Resources

I/We, \_\_\_\_\_ [tenant(s)], confirm that I/we have received a Required Notice of Rental Housing Rights and Resources on \_\_\_\_\_ [date].

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Name (Printed)

\_\_\_\_\_  
Landlord Name (Printed)

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Name (Printed)

This signature page should be retained by the landlord. Please provide a copy of this document to your tenant(s). The Rental Housing Rights and Resources can be found at [HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights).



**Hillsborough County Florida**

**[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)**



# REQUIRED NOTICE OF RIGHTS IN HOUSING

Landlords in the City of St. Petersburg are required to distribute this notice, and it is not intended to provide legal advice by either the City or the Landlord.

## RENTERS HAVE RIGHTS

**Per City of St. Petersburg Ordinance 422-H, at the time a rental agreement is formalized, all landlords in the city are required to notify tenants as follows:**

Though tenants have responsibilities under Florida law and through lease agreements – including paying rent, keeping the unit clean and in working order under relevant codes and not disturbing the peace - landlords have certain requirements and restrictions as well. This document is meant to educate tenants about their rights and tenants should review their lease regarding their responsibilities and discuss questions with their landlord.

## ALL RESIDENTIAL RENTALS MUST BE FIT FOR HABITATION

A unit must generally include working plumbing and heating, be free from pests and have locking doors and windows, among other requirements<sup>1</sup>. Structures in the City must also meet all applicable building, housing and health codes. If there is an issue with your unit for which you have not assumed responsibility under your lease, contact your landlord as set forth in your lease. If your landlord does not address the needed issue within a reasonable timeframe, certain issues can be reported to the City Codes Department at 727-893-7373. A landlord cannot deny access to a code inspector if access is granted by a tenant.

## RETALIATION AND DISCRIMINATION ARE ILLEGAL

A landlord may not raise your rent or threaten to evict you because you reported a health or safety violation or filed a fair housing complaint<sup>2</sup>. A landlord cannot treat you differently because of your race, nationality, disability or sexual orientation, among other criteria<sup>3</sup>. If you feel you have been discriminated against or retaliated against, contact the Pinellas County Office of Human Rights at 727-464-4880.

## YOU HAVE THE RIGHT TO CHALLENGE AN EVICTION AND OTHER UNLAWFUL ACTION

A lease cannot prevent you from challenging an eviction or limit the liability of a landlord<sup>4</sup>. If a landlord is violating the lease agreement or otherwise damaging your interest (such as utilizing utilities you pay for without your permission) you can always seek relief through the courts. If you challenge an eviction and win, your landlord must generally pay for your attorney. If you cannot afford an attorney, you may be eligible for free legal assistance from many local and statewide groups. Contact the Pinellas County Office of Human Rights at 727-464-4880 or visit the Florida Bar website at [floridabar.org/public/probono/](http://floridabar.org/public/probono/) for more information.

## HELP IS AVAILABLE

If you face eviction and/or homelessness, financial assistance may be available. There are many local organizations that can help. Contact 211 for a full directory of local services or visit [211tampabay.org](http://211tampabay.org) for more information.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> Fla. Stat. § 83.51

<sup>2</sup> Fla. Stat. § 83.64

<sup>3</sup> Fair Housing Act, Title VIII of the Civil Rights Act of 1968, and Pinellas County Code Chapter 70

<sup>4</sup> Fla. Stat. § 83.47

