



IMPORTANT NOTICE

Rock Solid Properties

(Name of Brokerage Company)

REAL ESTATE DISCLOSURE FOR LANDLORDS OR TENANTS

THIS IS A SAMPLE LEASE & ADDENDA AND DOES NOT CONTAIN PROPERTY SPECIFIC DATA.

When you select a Real Estate Broker to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

Wyoming Statute 33-28-111 provides that a Broker will work for the Landlord as an agent or an intermediary and with the Tenant as a customer unless otherwise provided for in writing between the parties. However, the Broker may assist you in one of several other capacities. This notice discloses the type of working relationships that are available to you.

Landlord's Agent. (No written agreement with Tenant; requires written agreement with Landlord)

When a Landlord signs a written agency agreement with a Broker, the Broker is an agent for the Landlord. As an agent for the Landlord, the Broker represents the Landlord and owes the Landlord a duty of utmost good faith, loyalty, and fidelity, in addition to the **obligations** enumerated below for Intermediaries. The Landlord may be vicariously liable for the acts of the Landlord's Agent or Landlord's Subagent that are approved, directed or ratified by the Landlord.

Broker may work with the Tenant in renting property even though Broker is an agent of the Landlord. In that event, Broker will not have a written agreement with the Tenant. The Tenant is not legally responsible for Broker's actions. Even though Broker does not represent the Tenant, Broker will assist the Tenant as Broker's customer and is obligated to deal fairly and honestly with the Tenant, to answer the Tenant's questions accurately concerning facts Broker knows about the property, and to disclose any adverse material facts Broker knows about the property. As a Landlord's agent, Broker has duties to disclose to the Landlord certain information; therefore, the Tenant, as Broker's customer, should not tell the Broker any information which the Tenant does not want shared with the Landlord.

Tenant's Agent. (Requires written agreement with Tenant)

If a Tenant signs a written Tenant Agreement with Broker, the Broker will act as an agent for the Tenant. If so, the Broker represents the Tenant and owes the Tenant a duty of utmost good faith, loyalty and fidelity, in addition to the **obligations** enumerated below for Intermediaries. The Tenant may be vicariously liable for the acts of the Tenant's Agent that are approved, directed or ratified by the tenant. As a Tenant's Agent, Wyoming law requires Broker to disclose to potential Landlords all adverse material facts concerning Tenant's financial ability to perform the terms of the transaction. As a Tenant's Agent, Broker has duties to disclose to the Tenant certain information; therefore, the Landlord should not tell Broker any information which the Landlord does not want shared with the Tenant.

Intermediary. (Requires written agreement with Landlord and Tenant; or Tenant)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Landlord or a Broker and a Tenant in only two situations, both of which require written agreements.

If a Tenant who has signed a Tenant Agency Agreement with a Broker wants to look at or rent property the Broker is managing or marketing as an agent for the Landlord, Broker's relationships with the Landlord and Tenant may change to Intermediary (non-agency) relationships with both the Tenant and the Landlord consent. On this type of in - house transaction, neither the Tenant nor the Landlord will be legally responsible for Broker's actions.

As an Intermediary (Non-Agent), Broker will not represent you and will not owe you a duty of utmost good faith, loyalty, and confidence. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care;
- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary;
- present all offers and counteroffers in a timely manner;
- account promptly for all money and property Broker received;
- keep you fully informed regarding the transaction;
- obtain the written consent of the parties before assisting the Tenant and Landlord in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction;
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;

- disclose to prospective Tenants, known adverse material facts about the property;
- disclose to prospective Landlords, any known adverse material facts, including adverse material facts pertaining to the Tenant's financial ability to perform the terms of the transaction;
- disclose to the parties that an Intermediary owes no fiduciary duty either to Tenant or Landlord, is not allowed to negotiate on behalf of the Tenant or Landlord, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, Broker will disclose all information to each party, but will not disclose the following information without your informed written consent:

- the motivating factors for renting or leasing the property;
- that you may be willing to agree to a price different than the one offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

Customer. (no written agreement with consumer)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work either as an agent for the Landlord treating the Tenant as a customer or as an agent for the Tenant treating the Landlord as a customer. Also when a Tenant or Landlord is represented by another Broker, a Broker may work with the other Tenant or Landlord as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to that customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the Broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker.

Designated Agent. (requires a Designation by the brokerage firm and acknowledgement by the Landlord or Tenant)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Landlord or Tenant in a real estate transaction. Wyo. Stat. § 33 - 28 - 301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Landlord and Tenant as a Landlord's Agent, Tenant's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party, their Intermediary or their agent confidential information about the Landlord or Tenant. The designation of agency may occur at the time the Landlord or Tenant enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Landlord or Tenant that designated agency will occur.

Duties Owed by An Agent But Not Owed By An Intermediary.

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER LANDLORD OR TENANT), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE LANDLORD OR THE TENANT AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. LANDLORD AND TENANT SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE LANDLORD OR TENANT EXECUTES THIS DISCLOSURE AND ACKNOWLEDGMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306 (b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

The amount or rate of a real estate commission for any brokerage relationships is not fixed by law. It is set by each Broker individually and may be negotiable between the Tenant or Landlord and the Broker.

On April 6, 2024 (date), 3:45pm (time) I provided (Landlord) (Tenant) with a copy of this Important Notice and have kept a copy for our records.

By: _____ Date _____
Halley Trembath

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date)
_____ April 6, 2024 _____ (time) _____ 3:45pm _____ and hereby acknowledge receipt and understanding of
this Disclosure.

Landlord _____ Date _____ Time _____

Landlord _____ Date _____ Time _____

Tenant _____ Date _____ Time _____

Tenant _____ Date _____ Time _____



LEASE CONTRACT

1 Property Address _____, Wyoming _____ Zip Code
 2 DEPOSIT RECEIVED FROM: _____,
 3 the sum of \$_____, (_____ dollars.)
 4 Evidenced by _____, as deposit. Upon acceptance of this contract the Landlord of this property will
 5 apply the deposit as follows:

	Total	Received	Due Prior To Occupancy
6 Rent for the period from _____ to _____ \$_____	\$_____	\$_____	\$_____
7 Security Deposit (Not Applicable towards last month rent.) \$_____	\$_____	\$_____	\$_____
8 Last Month Rent	\$_____	\$_____	\$_____
9 Non Refundable Pet Fee	\$_____	\$_____	\$_____
10 Pet Deposit (Refundable)	\$_____	\$_____	\$_____
11 Total	\$_____	\$_____	\$_____

12 This Residential Lease is entered into this _____
 13 between _____ hereinafter
 14 referred to as Resident, and Owner's Agent, Rock Solid Properties, LLC _____, hereinafter referred to as Broker-
 15 Landlord. Owner's Agent is the acting and authorized agent for the title owner of the Property under an Exclusive
 16 Property Management Agreement. Resident understands and acknowledges that Owner's Agent is treating Resident
 17 as a customer. All communication shall be with Owner's Agent and not with the title owner. Throughout this Lease,
 18 the term Landlord shall include the Owner of the Premise, its heirs, assigns or representatives and/or agent(s)
 19 designated by the Owner.

20 The Landlord hereby leases to the Resident, and the Resident hereby leases from the Landlord, the premises addressed
 21 as _____, Wyoming, _____ to use and
 22 occupy strictly as a private residence by the Resident and whose names and ages are hereinafter specifically set forth
 23 and not otherwise, for a term to commence on the _____, and to end on the
 24 _____.

25 The Resident shall pay rent, during the term of this lease, to the Landlord for the use of the premises the sum of
 26 _____ Dollars (\$_____) in lawful money
 27 of the United States. The rent shall be paid in equal monthly installments of
 28 _____ Dollars (\$_____). Rent shall be
 29 paid on or before the first day of the month in advance. The allowable grace period for payment will be a maximum



30 of **4 days** A late payment charge of **(\$50.00, on the 6th day of the month,** applied for any rent not paid within the grace
31 period and an additional **(\$5** per day will be charged each day after the **6th until** rent is paid in full. Rent is due and
32 payable each month to: 6161 Thunder Ridge Road, Cheyenne, WY 82009. **Personal checks and cash will not be**
33 **accepted as rent payment unless pre-approved in writing. Payment must be made electronically or by Cashier**
34 **check or Money order payable to:** Rock Solid Properties, LLC.

35 Resident agrees to pay **Fifty Dollars (\$50.00)** on all returned checks. If the Resident defaults in the payment of any
36 rent reserved hereunder or any part thereof or any additional rent payable hereunder, then at the option of the Landlord,
37 without any notice to the Resident, the entire rent reserved for the balance of the term of the lease may be declared
38 due and payable forthwith. The imposition of late fees and/or dishonored check charges is not a substitution or waiver
39 of all remedies under Wyoming law. If rent is not received within ten (10) days of each month, Landlord may serve
40 a Three Day Notice on the next day or any day thereafter as allowed by law.

41 Each Resident who signs this Lease, whether or not said person is or remains in possession, shall be jointly and
42 severally liable for the full performance of each and every obligation including Rent and any other obligation set forth
43 in this Agreement. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the
44 Owner or Resident. Every Resident who signs this Lease agrees to be the agent of the other tenants and occupants of
45 the premises and is both authorized and required to accept on behalf of all other tenants and occupants, service of
46 summons and other notices relative to the tenancy.

47 **CHARACTER OF OCCUPANCY**

48 The character of occupancy of the premises and the Limitation of the use of the same by the members of the Resident's
49 family herein expressly designed, is a special consideration and inducement for the granting of this lease by the
50 Landlord and the Resident(s).

51 The Resident covenants and agrees that he/she will not, without Landlord's prior written consent, use or permit the
52 use of the premises or any part thereof, for any purpose other than that of strictly private residential dwelling and
53 Resident shall not operate any type of day care or child sitting service on the Premise. No trampolines, athletic
54 equipment, recreational equipment or any items or activities which can cause interference with insurance coverage on
55 the premises will be permitted. Resident further covenants and agrees that the dwelling herein described shall be
56 used and occupied only by the members of the Resident's immediate family or others whose names and ages are set
57 forth below:

58 NO more than _____ persons may occupy the premises.

59	Name	Ages	Relationship to Tenant
60	<u>See Application</u>	_____	_____
61	_____	_____	_____
62	_____	_____	_____
63	_____	_____	_____
64	_____	_____	_____

65 The limitation of occupancy to the Resident and the above-mentioned members of his/her immediate family and the
66 restriction of use of the premises are express limitations upon the resident's leasehold interest, and upon any violation
67 thereof by the Resident this lease and the occupancy by the Resident may at the option of the Landlord be terminated
68 in the manner hereinafter set forth. Occupancy by guests for more than 5 days in a six-month period is prohibited
69 without Landlord's written consent.

70 **POSSESSION**

71 If Landlord cannot give Resident possession on the date fixed for commencement of the term, this Lease shall remain
72 in full force and effect, and Landlord shall not be liable for damage caused thereby except that the rent shall be abated

73 until such time as the premises are available for Resident's occupancy. If Landlord cannot deliver possession within
74 1 days after commencement date, Resident may terminate this Lease upon written notice. The failure of
75 Resident to take possession of the Premises shall not relieve him/her of the obligations to pay rent.

76 **SURRENDER/HOLDOVER**

77 If Resident continues to hold possession with the written consent of the Landlord after expiration of the term of this
78 Lease, then such holding over shall not be deemed a renewal of the Lease for the whole term, but Resident shall be
79 deemed to be Resident from month-to-month only, at the same monthly rent as herein provided and upon the same
80 terms and conditions as herein specified: EXCEPT that Landlord may at its option increase the rent for such holdover
81 period upon TEN days written notice to Resident. All terms of the Lease remain in full force and effect. Landlord
82 may also require Resident to renew their lease at the same rent amount or Landlord may increase rent at its own
83 discretion upon Ten days written notice to Resident. Resident must give 30 days prior written notice prior to vacating
84 the premises at the termination of their lease. This 30-day written notice must correspond with the dates rents are due.
85 If the notice is for a date other than the date of expiration of the rental period (End of the Month) the rent will be
86 prorated with an additional 10 days added for lack of market. If Resident fails to give proper notice or to complete the
87 terms of the lease, the Resident will automatically forfeit their security deposit and continue to be liable for all lease
88 terms.

89 If however, the Resident fails to vacate and no written extension is granted, Resident shall additionally be held liable
90 for rent at double rates until vacated.

91 **APPLICATION**

92 The Resident's application and all the representations contained therein are incorporated as a part of this Lease.
93 Resident warrants that all the information contained in the application is true, and that if any of said information is
94 deemed false, Landlord may terminate this Lease.

95 **LIMITATION OF LIABILITY**

96 Neither Landlord nor its agents shall be liable for any damages or injury incurred by virtue of Landlord's failure to
97 keep the premises in good repair, or caused by water, ice, fire, frost, plumbing, leakage, gas, the heating or cooling
98 system, defective equipment, fixtures, or furnishings located on the premises, as well as in, above, upon, or about said
99 premises, nor for any damage to Resident's property located in or about said premises, nor for any damages arising
100 from acts or neglect of other occupants of the premises, persons on the premises, or neighboring properties. Landlord
101 shall have no duty to protect Resident from criminal acts of other persons. Resident, at his/her option, is encouraged
102 to carry Renter's Insurance. Resident assumes full responsibility for all personal property placed, stored or located
103 on or about the Premise. Resident's personal property is not insured by Landlord. Landlord shall not be responsible
104 for any harm to Tenant's property resulting from fire, burglary, riots, orders or acts of public authority, acts of nature
105 or any events beyond Landlord's control. If the premises shall be rendered uninhabitable by fire or by other casualty,
106 Landlord may, at his option, terminate this Lease or repair said premises within sixty days. In the event the building
107 has been completely destroyed or Landlord does not within said sixty days repair the premises, then this Lease shall
108 be terminated.

109 Resident agrees to reimburse Landlord and/or Owner upon demand in the amount of the loss, property damage, or
110 cost of repairs or services caused by the negligence or improper use by Resident, his agents, family or guests. Resident
111 at all times, will indemnify and hold harmless Landlord and Owner from all losses, damages, liabilities and expenses
112 which can be claimed against Landlord or Owner for any injuries or damages to the person or property of any persons,
113 caused by the acts, omissions, neglect or fault of Resident, his agents, family or guests, or arising from Resident's
114 failure to comply with any applicable laws, statutes, ordinances or regulations.

115 In the event of a dispute concerning this lease, Resident agrees that Resident will hold agent/Landlord, its heirs,
116 employees, owners and assigns harmless and shall look solely to the record owner of the premises in the event of a
117 legal dispute.

118 **ACCESS**

119 Resident shall allow Landlord and his agents free access to all areas of the premises upon reasonable notice and at all
120 reasonable times for the purpose of exhibit, repair or inspection of the same. Resident shall allow Landlord and his
121 agents to display "For Rent" notices on the premises.

122 **SECURITY DEPOSIT**

123 The Resident has deposited, and the landlord herewith has acknowledged the receipt of
124 _____ Dollars (\$ _____), which the Landlord is to retain as
125 security for the faithful performance by Resident of all the covenants, conditions and agreements of this lease. The
126 Landlord shall not be obliged to apply the same to rent or other charges in arrears or to damages for Resident's failure
127 to perform the covenants, conditions, or agreements, but the Landlord may so apply the security at his option. The
128 Landlord's right to the possession of the premises for nonpayment of rent or for any other reason shall not in any event
129 be affected by reason of the fact that the Landlord holds this security. Resident shall be entitled to no interest on the
130 moneys held by Landlord as a security deposit. If the Landlord repossesses the premises because of the Resident's
131 default or failure to carry out the covenants, conditions or agreements of this lease, the Landlord may apply the security
132 deposit to all damages suffered to the date of the repossession and may retain the security to apply to such damages
133 as may be suffered thereafter by reason of the Resident's default or breach. Landlord shall refund the balance of the
134 Security Deposit after such deductions within 30 days after expiration of this Agreement. If Resident fails to object
135 to the use by Landlord of security deposit, Resident shall be deemed to waive any right to object. If deductions are
136 made, Landlord shall provide Resident with an itemized accounting of deductions. Resident cannot dictate that this
137 deposit be used for any rent due.

138 **PETS**

139 ANIMALS (MAY) , (MAY NOT) be kept on or near the leased premises. The Resident shall not be permitted
140 to keep pets in or about the premises unless specifically agreed upon and checked above by the Landlord. No more
141 than two (2) animals shall be permitted, if permitted under this Lease. In the event ANIMALS MAY is checked above
142 an additional **refundable** Pet Deposit of \$250.00 per animal and a **non-refundable** deposit of \$250.00 per animal
143 referred to as "Pet Fee" per animal will be required and the amounts shall be paid in full before occupancy of the
144 animal(s). Resident shall be considered in immediate breach if an animal is on the Premise without written permission
145 and the proper deposits. See Animal/Pet Policy for specific details and requirements for all pets or animals,
including pet fees, pet rent, and other stipulations or exceptions.

146 **ASSIGNMENT**

147 The Resident's leasehold interest may not be assigned , transferred or sublet in whole or part without the written
148 consent of the Landlord.

149 **ALTERATIONS**

150 Resident shall make no alterations, decorations, additions, or improvements in or to the premises without Landlord's
151 prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done
152 at such times and in such manner as Landlord may from time to time designate. All alterations additions or
153 improvements upon the premises made by either party shall become a part thereof at the end of the term hereof. Any
154 mechanic's lien filed against the premises, or the building of which the same forms a part, for work claimed to have
155 been done for or materials claimed to have been furnished to Resident, shall be discharged by Resident within ten (10)
156 days thereafter at Resident's expense, by full payment to the claim or by filing of the bond required by law. Alterations
157 include painting of the Premises.

158 **UTILITIES**

159 Landlord will furnish and pay for the following utilities:

160 () Electricity, () Natural Gas, () Water, () Sewer, () Sanitation, () NONE _____ initial

161 Resident shall be responsible for contacting and arranging for all utility services not furnished by Landlord and such
162 services shall be in the Resident name prior to taking occupancy of the premises. Landlord may discontinue service
163 in Landlord's name of all utilities to be furnished by the Resident as of the date of Resident's beginning term of this
164 Lease. Failure of Resident to make necessary arrangements for Resident's utility services could result in an
165 interruption of those utility services. Landlord shall not be liable for any utility costs incurred not covered by Landlord
166 during the term of this Lease.

167 Resident agrees to use reasonable means and methods to conserve the use of all utilities. Unreasonable use of utilities
168 by Resident or Resident's guests shall be deemed a breach of this lease and constitute "Waste" to the premises, thereby
169 allowing Landlord to retake possession as provided herein.

170 **USE OF PREMISES**

171 The Resident(s) shall not use or suffer or permit any person or persons in any manner whatsoever to use the premises
172 for any purposes in violation of the laws of the United States or of the State of Wyoming or the ordinances or other
173 regulations of the local government unit or of any other lawful authority, and shall not permit or allow any games of
174 chance to be carried on, in or about the premises. During the term of this lease, the premises and every part thereof
175 shall be kept by the Resident in a clean, safe and sanitary condition. Resident agrees to comply with the reasonable
176 rules that the Landlord deems desirable or necessary for the protection of the Leased premises including, but not
177 limited to, rules with respect to noise, odors, animals, disposal of refuse, parking and use of common areas. **THIS IS**
178 **A NON-SMOKING PREMISE.** Smoking shall not be permitted in or around the premises. Resident will keep the
179 walkways and driveways clear of snow and ice. Resident promises and agrees that Resident will not cause or permit
180 any neglect or deliberate misuse of the premises, landscaping, appliances or furnishings therein provided by the
181 Landlord. In the event of any misuse of landscaping, appliances or furnishings therein provided by Landlord, Resident
182 agrees to bear the expense for the repair and any and all damages resulting thereof. Landlord or his agents may enter
183 the premises and may replace the premises in the same condition or repair sightlines and cleanliness as existed at the
184 date of execution of this Lease; the Resident agrees to pay Landlord for all expenses incurred by Landlord in replacing
185 the premises in that condition. All health and police regulations shall in all respects and at all times be fully obeyed
186 by the Resident. The Resident will not employ any persons in or about the premises whose employment may be
187 unlawful or constitute or create liability on the part of the Landlord.

188 **RESIDENT(S) HAS INSPECTED PREMISES AND STATES IT IS IN GOOD ORDER AND REPAIR AND**
189 **ACCEPTS PREMISES "AS-IS".**

190 **DEFAULT IN RENT OR OTHER ACTS**

191 If the Resident shall fail to pay rent or any other amount when due, or perform any term hereof, or fails to comply
192 with any Federal, State and/or local laws, rules and ordinances after not less than three (3) days written notice of such
193 default given in a manner required by law, the Owner, at Owner's option, may terminate all rights of the Resident
194 herein, unless Resident within said time shall cure such default. If Resident abandons or vacates the premises while
195 in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may
196 dispose of the same in any manner allowed by law without any liability to Owner or Owner's Agents. In a proceeding
197 to obtain possession of the premises, Resident agrees to make no motions to the court concerning issues such as
198 habitability or delaying the legal process with requests for additional time. Resident waives all rights to return to the
199 premises after possession is returned to Owner by the Court. Resident agrees to waive rights to trial by a jury in any
200 manner which comes up between the parties under or because of this lease. Resident shall not have the right to make
201 a counterclaim or set off. Upon Default, Resident shall owe Owner rent and all sums as they become due under the
202 terms of this lease. If Owner retakes possession of the Premises, that shall not constitute a rescission of this lease nor
203 a surrender of the leasehold interest. All rights of Landlord under this lease shall be cumulative, and failure on the
204 part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any other rights
205 allowed by this Lease or by Law.

206 **RENT AFTER BREACH**

207 The payment or acceptance of rent after it becomes due, or after service of any notice or the commencement of a
208 lawsuit, or after any judgment, or after knowledge of any breach by Resident, or after expiration of this Lease, shall
209 not extend this Lease, nor waive or affect said notice, lawsuit, judgment, or the rights conferred therein to the Landlord.

210 **LEGAL EXPENSES**

211 Resident shall pay all costs, expenses and attorney's fees, which shall be incurred or expended by Landlord due to
212 Resident's breach of any or all of the covenants and agreements of this Lease, whether a lawsuit is filed or not. In the
213 event Resident brings any action against Landlord pursuant to this Lease and the Landlord prevails, Resident shall be
214 liable to Landlord for all costs and expenses of defending such action, including but not limited to reasonable
215 attorney's fees and costs. Resident will also be responsible for their own legal costs in either case.

216 **SEVERABILITY CLAUSE**

217 If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not
218 invalidate nor render unenforceable the remainder of this Lease.

219 **SUBORDINATION**

220 Resident will not do any act, which shall encumber Landlord's title to the premises, and if Resident causes a lien to
221 be placed on the title, or premises, Landlord may discharge the lien and Resident will reimburse Landlord the amount
222 Landlord expended. This Lease shall not be recorded by Resident and is, and shall be, subordinate to any present or
223 future mortgages now, or hereafter, placed on the premises.

224 **NOTICES**

225 If Landlord or his agents elects to serve a demand or notice, any demand or notice may be served by delivering a copy
226 to the Resident, or by leaving the same with some person above the age of twelve years, residing on or in possession
227 of the premises; or by sending a copy of said notice to the Resident at the address designated on the lease by certified
228 mail. The mailing of same shall constitute delivery; or if no one answers the door, by posting the same on Resident's
229 door to the premises. Delivery shall be deemed complete on the date of personal delivery or the date of deposit in the
230 United States Mail.

231 **MOVE OUT**

232 No less than 30 days written notice, prior to the intended date of move-out, must be given to the Landlord. In no event
233 will Resident's notice terminate the lease in advance of the term date stated on this agreement. Carpets must be
234 cleaned by a professional carpet cleaning company and cost may either be deducted from the security deposit or the
235 Resident may choose to pay the carpet cleaning company directly. If Resident chooses to pay the carpet cleaning
236 company directly a receipt must be turned into Landlord's office as proof of cleaning and payment before security
237 deposit will be returned. Before Resident vacates the Leased premises, a final cleaning of the Leased premises shall
238 be performed by Resident including (without limitation) cleaning of the appliances, property landscaping, and fixtures.
239 If Resident fails to thoroughly clean the premises to the Landlord's satisfaction and remove all personal property, the
240 Landlord, or its agents will perform the final cleaning. In Landlord's sole determination, this shall be deducted from
241 Resident's Security Deposit.

242 At the expiration of the agreement, Resident shall peaceably surrender the premises and turn in all keys and any other
243 property owned by Landlord leaving the premises in good, clean condition, ordinary wear and tear excepted.

244 **INSPECTIONS/MAINTENANCE**

245 **Move-In:** A move-in inspection shall be required within five (5) days of the possession of the premises and shall be
246 completed by Resident noting any defects or uncleanliness not caused by Resident for Resident's protection. The
247 completed inspection shall be hand delivered to Landlord within the five (5) days allowed. In the event Resident fails
248 to so notify the Landlord via inspection report, Resident shall be deemed to have accepted the leased premises in its
249 present condition waiving all claims for defects or otherwise. Landlord or Landlord's representative will review the
250 move-in inspection. Any repairs shall be determined at the sole discretion of Landlord. **Resident understands and**
251 **agree that they are leasing the premises "as is" and that Landlord makes no representation or warranties as to**
252 **the condition of the leased premises, appliances or furnishings.**

253 **Move-Out:** Resident agrees at the termination of the lease to return the leased premises to Landlord in the same
254 condition as at the time of move in (normal wear and tear accepted). A move-out inspection will be conducted by
255 the Landlord or Landlord's representative after possession of the premises is relinquished to the Landlord and the
256 premises is vacated by the Resident.

257 Resident shall maintain the premises in good, clean and tenable condition throughout the tenancy, keep all plumbing
258 fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable
259 manner, removing all garbage in a clean and sanitary manner. In the event Resident or Resident's guests and invitees
260 cause any damage to the Premises, Landlord may at its option repair same and Resident shall pay for the expenses of
261 same on demand or Landlord may require Resident repair same, all charges incurred as additional rent.

262 **MODIFICATION**

263 Any modifications of this agreement or any collateral agreement with respect to the relationship between the Landlord
264 and Resident shall not be binding upon the Landlord unless the same be made in writing and signed by an authorized
265 representative of the Landlord. If this lease or any of its provisions or covenants shall be modified or new covenants
266 added hereto, the changes shall not be considered a termination of this instrument, but the same shall continue in full
267 force and affect as so changed.

268 **SMOKE DETECTORS**

269 If the Premises are equipped with a smoke detection device(s) and Resident shall be responsible for reporting any
270 problems, maintenance or repairs to Landlord. Replacing of batteries is responsibility of Resident. Resident shall test
271 smoke detectors on a regular basis.

272 **FURNITURE, OUTSIDE BBQ GRILLS, AND OUTSIDE FREESTANDING FIRE PITS.**

273 Resident shall not use or have any liquid - filled furniture on Premises without Landlord's prior written approval.
274 The use of charcoal style grills is prohibited. (Propane or Natural gas grills only are permitted.)
275 The use of outside portable fire pits is prohibited.

276 **BANKRUPTCY**

277 If (1) Resident assigns property for the benefit of creditors, (2) Resident files a voluntary petition or an involuntary
278 petition is filed against Resident under any bankruptcy or insolvency law, or (3) a trustee or receiver or Resident or
279 Resident's property is appointed, Owner may give Resident 30 days written notice of the cancellation of the term of
280 this Lease. If any of the above is not fully dismissed within 30 days, the term shall end as of the date stated in the
281 notice. Resident must continue to pay rent, damages, losses and expenses without offset.

282 ABANDONED PROPERTY: BY SIGNING THIS LEASE, RESIDENT AGREES THAT UPON SURRENDER,
283 ABANDONMENT OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE BREACH OF THIS
284 AGREEMENT OR THE DEATH OF THE RESIDENT, THE LANDLORD SHALL NOT BE LIABLE OR
285 RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY AND MAY
286 DISPOSE OF AS LANDLORD DEEMS FIT.

287 **ADDITIONAL PROVISIONS**

288 Brokerage Disclosure, House Rules Addendum, Property Insurance Addendum, Pet Animal Addendum, Lead-Based
289 Paint Addendum, EPA Protect Your Family
290 _____
291 _____
292 _____
293 _____
294 _____

295 Wherefore, the parties hereto have executed this Lease Contract

By: _____
Resident

Date: _____

By: _____
Resident

Date: _____

By: _____
AGENT FOR OWNER

Date: _____

296 Resident(s) email address and phone number:

297 Provided on Application

DRUG-FREE HOUSING ADDENDUM

301 In consideration of the execution of a Lease of the dwelling unit identified in the Lease, Landlord and Resident
302 agree as follows:

- 303 1. Resident, or any member of Resident's household, or guest or other person under Resident's control shall
304 not engage in criminal activity, including drug related criminal activity, on or near property premises.
305 "Drug-related criminal activity" means the illegal manufacture, sell distribute, or use of a controlled
306 substance (as defined in section 102 of the Controlled Substance Act (21 USC 812)).
- 307 2. Resident, or any member of the Resident's household, or guest or other person under the Resident's control
308 shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near
309 the property premises.
- 310 3. Resident, or any member of the household, will not permit the dwelling unit to be used for, or to facilitate,
311 criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in
312 such activity is a member of the household or guest.
- 313 4. Resident, or any member of the household, will not engage in the manufacture, sale, possession, or
314 distribution of illegal drugs at any location, whether on or near property premises or otherwise.
- 315 5. Resident, or any member of the Resident's household, or guest or other person under the Resident's control
316 shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful
317 discharge of firearms, on or near the property premises.
- 318 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE
319 AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions
320 of this addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is
321 understood and agreed that a single violation shall not require criminal conviction, but shall be by a
322 preponderance of the evidence.
- 323 7. In case of conflict between the provision of this addendum and any other provision of the lease, the
324 provisions of the addendum shall govern.
- 325 8. This lease addendum is incorporated into the Lease executed this day between Landlord or Landlord's
326 Agent and Resident.

By: _____
Resident

Date: _____

By: _____
Resident

Date: _____

By: _____
Agent for Owner

Date: _____

RENTER'S INSURANCE ADVISORY

327 I/We the undersigned have been advised by Landlord or his agent to obtain renter's insurance for My/Our personal
328 property.

329 I/We understand that Landlord carries insurance that covers only property belonging to Landlord such as carpeting,
330 walls, etc.

331 Should damages occur to My/Our personal property due to accident or emergency, I/We understand that Landlord /
332 Owner are not liable for damages that occur on the premises and that replacement of, or repair to, shall be My/Our
333 responsibility.

334 I/We understand that the decision to secure renter's insurance is My/Our choice.

By: _____
Resident

Date: _____

By: _____
Resident

Date: _____

By: _____
Agent for Owner

Date: _____



Renters Insurance Addendum

This Addendum is attached to and becomes a part of the WAR Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$8.99) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of three Dollars (\$3) to be retained by the Lessor for processing and handling will be charged. The Lessee will pay a total of \$11.99 monthly.

7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.

8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

Lessee Name _____ Signature _____ Date _____

Lessee Name _____ Signature _____ Date _____

Lessee Name _____ Signature _____ Date _____



**Disclosure of Information on Lead-Based Paint and/or
Lead - Based Paint Hazards
Target Housing Rentals and Leases**

1 **TO BE COMPLETED BY**
2 **LANDLORD/LESSOR AND DELIVERED TO TENANT/LESSEE**
3 **PROPERTY ADDRESS:**

4 **APPROXIMATE YEAR OF CONSTRUCTION:** _____

5 **Lead Warning Statement**

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

10 **Landlord/Lessor's Disclosure--- To be completed by landlord/lessor before renting pre-1978 housing**

11 _____ (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
12 (Initial) (i) --- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

13 (ii) --- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

14 _____ (b) Records and reports available to the lessor (Check (i) or (ii) below):

15 (Initial) (i) --- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint
16 and/or lead-based paint hazards in the housing (list documents below):

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

18 **Landlord/Lessor's Acknowledgment** (initial) _____

19 (c) Landlord/Lessor acknowledges that Landlord/Lessor has been informed of Landlord/Lessor's obligations to provide
20 Tenant/Lessee with the EPA approved pamphlet, *Protect Your Family From Lead in Your Home*; disclose to Tenant/
21 Lessee the presence of any known lead-based paint or lead-based paint hazards in the housing being leased; disclose to
22 the real estate licensee the presence of any known lead-based paint or lead-based paint hazards in the target housing and
23 the existence of any available records or reports pertaining to the same; and provide those records or reports to the
24 Tenant/Lessee. Landlord/Lessor is aware that civil and criminal penalties may be imposed if the Landlord/Lessor fails to
25 comply with these obligations. Landlord/Lessor must retain a copy of this disclosure for not less than three years from
26 the commencement of the rental period.

27 **Tenant/Lessee's Acknowledgment**

28 _____ (d) Lessee has received and reviewed copies of all information listed above.
29 (Initial)

30 _____ (e) Lessee has read the Lead Warning Statement above and understands its contents.
31 (Initial)

32 _____ (f) Lessee has received and reviewed the pamphlet *Protect Your Family from Lead in Your Home*.
33 (Initial)

34 **Licensee's Acknowledgment** (initial) _____

35 (g) Real Estate Licensee ("Licensee") has informed the lessor of the lessor's obligations under The Lead-Based Paint Hazard
36 Reduction Act and is aware of his/her responsibility to ensure compliance.

37 **Certification of Accuracy**

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

40 SUBSTANTIAL PENALTIES EXIST FOR FAILURE TO COMPLY WITH FEDERAL LEAD-BASED PAINT DISCLOSURE LAWS

41

Lessor _____ Date _____

Lessor _____ Date _____

42 Licensee working with Lessor _____ Date _____
43 (if applicable)

Lessee _____ Date _____

Lessee _____ Date _____

44 Licensee working with Lessee _____ Date _____
45 (if applicable)

46



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- 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](https://www.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

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

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

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

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



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

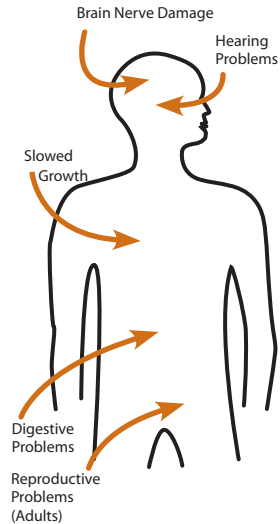
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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](https://www.epa.gov/lead).

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) 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

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

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



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

Checking Your Home for Lead, continued

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

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

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

³ 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

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

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

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](https://www.epa.gov/lead), or call 1-800-424-LEAD.

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

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

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



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

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much 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, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

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 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.

* 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

- **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.⁴
- 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.

⁴ 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

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/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 or saferproducts.gov.

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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

RESPONSIBILITIES OF TENANT ADDENDUM

Basic responsibilities are required when renting a property. Tenant(s) will initial the following sections to agree to the following house rules:

1. Tenant(s) are required to have a basic knowledge of heating systems. Tenant will not overwork heating system (heat or cooling) by extreme temperatures. Tenant will ensure that during colder months, temperature in the home does not drop lower than 60 degrees. If tenant utilizes humidifier for property, tenant will read and be familiar with all instructions to use properly. Tenant will replace or clean filter(s) on a monthly basis for the HVAC system. Tenants will replace humidifier filter on the humidifier(if applicable). Tenant shall ensure that exterior condenser(if applicable) for the AC is clean of debris and dirt. No window units will be allowed without prior written approval from management.
2. Tenant(s) will need to be familiar with water heater on the property and regularly vacuum out the water heater closet or area and inspect the water heater for any problems. Tenant will notify property manager of any and all issues related to the water heater immediately. Tenant should notify Property Manager of any noticeable changes or problems with water immediately including minor leaks of plumbing, faucets, or toilets.
3. Tenant is responsible for all lawncare. Tenant should utilize hoses and sprinklers as necessary to water any and all parts of the lawn including flower beds, alleyways, garden areas, and all others. It should be noted that the City of Cheyenne has limited watering times during the summer, and Tenant will water in respect to City of Cheyenne regulations. Tenant will limit sprinklers from spraying directly onto the property siding/foundation. If there is a leaking spigot, Tenant will notify management immediately. During times of extreme drought, additional watering may be required and Tenant agrees to adhere to specific direction from Property Manager when necessary. All hoses or accessories on exterior spigots are required to be removed with temperatures less than 40 degrees throughout ANYTIME of the year. Lawncare includes but is not limited to the following: mowing, weedeating, weeding by hand, edging, raking leaves, pine needles, removing leaves or debris from window wells as needed, or weeding flower bed areas. Tenant will use the compost bins provided by the City of Cheyenne in line with their requirements. The minimum requirement for watering is 3x per week, 20 minutes per zone/area. Tenant is required to keep all rockbeds & sidewalks free and clear of weeds and debris from trees.
Landlord is responsible for start up & winterization of the sprinkler system if applicable.
Tenant is responsible for any damage to sprinklers that occurs from mowing or breaking sprinklers.
4. Tenant(s) are required to replace lightbulbs in the home. This includes fluorescent & LED bulbs. If any bulbs are out at time of move-in, they will be replaced at Landlord's cost.
5. Tenant(s) are required to replace batteries in smoke detectors. If smoke detector will not work when tested, test with an approved smoke detector smoke spray, and replace battery. If smoke detector beeps, replace the battery, check for property wire termination connection.
6. Tenant(s) are responsible to check and retest breaker panels, check/reset all GFCI outlets.
7. Owner is not responsible for pest control. Any insects, spiders, etc. found in home shall be exterminated by Tenant(s). If an infestation is found before or within 30-days of move-in, Owner and Tenant shall come to an agreement on how infestation is to be handled. If Tenant is found to be responsible for any infestation of insects/bugs, Tenant shall be responsible for extermination costs.
8. Tenant(s) are to refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, paint, or rocks into drains. Wipes that are labeled as "flushable wipes" are NOT to be flushed in toilets or put into drains. The City of Cheyenne has deemed that these types of wipes do not decompose in a manner quick enough for the city sewers to handle. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots of structural defects.
9. Tenant(s) are responsible for snow and ice removal off of steps, sidewalks and driveways in accordance with City of Cheyenne statutes. Tenant(s) may have to provide their own equipment for snow and ice removal.
10. Washer & dryer are provided. Tenant shall empty the lint trap each time of use. Backed up lint traps due to Tenant negligence shall be paid for by Tenant (if Tenant is at fault). Tenant shall ensure correct and proper installation of all connections. Any damage to the property due to tenant's negligence with an appliance shall be the responsibility of the Tenant. Tenant(s) will not overload the washer or dryer.

11. Tenant(s) will use the resident portal for all maintenance requests, unless emergency need arises, and will continue to work with staff on guidelines and procedures regarding maintenance.

12. Tenant(s) and all guest(s) agree to abide by any and all house rules whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise; odors; disposal of refuse; parking and use of common areas. House rules may be changed after tenant is notified with a 30-day notice.

13. Owner/Property Manager has no responsibility for resolving personal disputes among tenant(s) or neighbors. Tenant(s) and or guest(s) shall not create noise, vibration, odors or other nuisances that unreasonably disturb the neighbors. Resident must make a concerted effort to be quiet between the hours of 10:00pm and 8:00am in consideration of your neighbors. Any violation by tenant(s) or guests of a city, county, or state ordinance and/or statute resulting in a fine from a governmental body will be considered as a violation of house rules and will result in a fine up to \$300.00 from the Property Manager and can lead to eviction proceedings.

Tenant Signature & Date: _____

Tenant Signature & Date: _____

Property Manager Signature & Date: _____



Pet & Animal Policy

NOTICE TO ALL RESIDENTS & APPLICANTS: PetScreening is a requirement for all applicants and/or tenants. Everyone must complete the screening process. This is not only for pet and animal owners, but also for tenants and applicants that DO NOT own a pet or animal.

Rock Solid Properties does not accept any dogs that are in any way related to an aggressive breed. In addition, if a tenant acquires a pet during the lease term, tenant must obtain prior approval from Rock Solid properties and pay a \$300.00 non-refundable fee for pets.

Tenant is responsible for all damages caused by or made necessary as a result of the pet and/or animal, including those in excess of the amount of the pet fee and pet rent. ANY & ALL PETS HAVE TO GET APPROVAL BEFORE PURCHASE/ADOPTION. Leaving pets unattended on your patio or balcony is prohibited. Per City of Cheyenne leash laws, pets must be on a leash while outside of your property dwelling. Tenants must maintain control of their pets at all times and ensure that they have proper license and vaccinations. Tenant will keep premises free of pet waste and will not permit the pet to be a nuisance to others. Pet excrement must be promptly removed after the pet has relieved itself.

Owner/Manager also has the right to enter the premises if there is reason to believe the pet poses a threat to the health and safety of others or if a violation of the Lease Agreement or Addendum is suspected. Owner/Manager will not enter the premises without first making a reasonable attempt to request entry from the Tenant, except in the case of an emergency or Tenant's failure to respond within a reasonable amount of time. If the safety of the pet or others is threatened for any reason, Owner/Manager has the right to remove the pet at any time and place it in the custody of Animal Control. Any fees incurred for the pet's removal or boarding is the responsibility of the Tenant.

Owner/Manager reserves the right to revoke this permission at any time, should Tenant fail to comply with the Terms and Conditions of the Lease Agreement and this policy.

The following pet rules will apply to pets only, not service or assistance animals. Animals rules will apply to all pets and other animals including service and assistance animals.

Pet Rules:

- The pet of choice must meet the weight and breed criteria of the property.
- All deposits and non-refundable fees must be paid prior to the pet moving into the property.
- Acceptable pets are defined as dogs, cats, fish, and birds. Exotic pets are not permitted in the residence. If a tenant has paid the additional deposit or fee for the pet & the pet is later permanently removed from the residence, the deposit or fee will not be refunded (if applicable) until the tenant vacates the property.
- For any aquarium over 20 gallons, tenant must provide proof of valid renter's insurance.

Animal Rules:

- Veterinary documentation required.
- Dogs must be kept on a leash at all times unless otherwise approved by Rock Solid Properties.
- Tenants are responsible for picking up after their animal.

Tenant(s) Signature & Date: _____

Owner/Manager Signature & Date: _____

