

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease (this "Lease") is between you, the undersigned resident(s):

Sample Tenant

and us, the owner/agent:

Vandelay Group LLC

You've agreed to rent the property located at

123 Fake Street
Milwaukee, WI 53202

for use as a private residence only. The property rented is sometimes referred to as the "Unit", and the entire property owned by Landlord at this address, including common areas, other units, and the outside area, is sometimes referred to as the "Property". The terms "you", "your" or "Tenant" refer to all residents listed above. The terms "we," "us," "our" or "Landlord" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above.

The undersigned co-signer(s) to this Lease agree to be held jointly and severally liable for all financial obligations in the event that the above named tenant(s) fail to fulfill their financial obligations as agreed to in this Lease. These obligations include, but are not limited to, rent, parking, utility payments, late fees, reimbursement for any property damage, re-rental costs, repair costs and any and all other charges that become due or owing under this Lease or through any legal action arising therefrom.

1.2 APPLIANCES

The stove and refrigerator in the Unit are owned by Landlord. In addition, if there is a disposal or dishwasher in the Unit, they are owned by Landlord. Any washers or dryers located on the Property are owned by Landlord. If there are exceptions to the above, they must be noted by Tenant and Landlord in a writing added to this section of the Lease.

Tenant agrees to use all appliances in a safe manner and only for the purpose for which they are intended.

1.3 LEASE DURATION

The terms of this tenancy shall commence on 06/01/2021 and end on 05/31/2022, as the same may be extended as provided below (the "Term"). If this Lease is for a fixed term (and not month-to-month), Tenant may only terminate the Lease at the end of Term, as the same may be extended from time to time by the mutual consent of Tenant and Landlord, unless otherwise provided by Wisconsin law.

Landlord may, in its sole discretion, offer to extend the Term on terms it will provide to Tenant in writing. If Tenant does not accept the terms in writing by executing an addendum to this Lease or a new lease, at Landlord's option, within 120 days (or such shorter period as Landlord consents to in writing) prior to the end of the Term, then the Term will not be extended and Landlord will commence to re-lease the Unit. If there are multiple persons as Tenant, and only some want to renew, the renewing persons should have the new proposed tenant(s) timely submit lease application(s) and co-signer agreement(s), if applicable, using the forms available at www.vandelaygroup.com and Landlord will determine if such new proposed tenant(s) meet its screening criteria for tenancy.

1.4 RENT AND CHARGES

You shall pay \$100.00 per month for rent and extras:

Rent Income \$100.00

Total: \$100.00

Additional items such as parking will be listed above separately, if available. The first month's charges, and/or prorated amount of , shall be due prior to move-in. If you are paying by check, the payee is **Vandelay Group, LLC** and the mailing address is **Vandelay Group, LLC, PO Box 510437, Milwaukee, WI 53203.**

Every month thereafter, you must pay your rent and parking on or before the **1st** day of each month, with a grace period of 5 days. Fees for late payment of rent or parking, whether or not the check clears when initially deposited, are **\$25** if rent or parking is not paid by the **5th** day of the month and **\$5** for each day the rent or parking remains unpaid thereafter. **Rent and parking are treated as paid when received by Vandelay Group, LLC. Rent is not treated as paid if the payment or check does not clear our bank.** Late fees are automatically posted to the tenant account each day at 10pm CST, when applicable.

A charge of \$35 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease will be authorized. **See Section 13 of the attached Non-Standard Rental Provisions.**

ALL TENANTS AND CO-SIGNERS AGREE THAT THEY ARE JOINTLY AND SEVERALLY LIABLE FOR ALL FINANCIAL OBLIGATIONS AGREED TO UNDER THIS LEASE. These obligations include, but are not limited to, rent, parking, utility payments, late fees, reimbursement for any property damage, re-rental costs, repair costs and any and all other charges that become due or owing under this Lease or through any legal action arising therefrom.

1.5 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease for all residents in the apartment is , due on or before the date this Lease is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your tenancy (but only as allowed by law), including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. **See the attached NON-STANDARD RENTAL PROVISIONS for more details as to possible deductions from your security deposit.**

Security deposits (reduced by any allowable deductions) will be returned to multiple tenants in one check made payable to all tenants. Tenant should provide forwarding address(es) prior to move-out. Landlord has 21 days under Wisconsin law to return the security deposit (reduced by any allowable deductions) to Tenant along with a written statement accounting for any amounts deducted. If forwarding address(es) are not provided, Landlord is required to send it to the last known address of the Tenant, which will likely be the address of the Unit.

1.6 LANDLORD INFORMATION

Landlord's Agent/Property Manager:

Vandelay Group, LLC
PO Box 510437
Milwaukee, WI 53203
414.395.8593

Agent for Service of Process:

G&K Wisconsin Services, LLC
833 E. Michigan St.
Suite 1800
Milwaukee, WI 53202

Maintenance Issues:

www.vandelaygroup.com
Jeffrey Koenig 414.395.8593

Emergencies

Fire, Health or Safety: Dial **911**

1.7 UTILITIES

Tenant is responsible for paying all utilities.

Sewer, water, and trash pick-up from containers provided, but only what the municipality will pick up without additional charges to Landlord, will be paid by Landlord and then billed back to Tenant when Landlord receives such billings, or prior to the end of the Lease. Charges for sewer, water and trash pick-up from containers provided for such Unit(s) will be allocated pro rata based among the affected Unit(s) based on the number of tenants shown on the applicable leases, and are subject to the late fees for nonpayment set forth in Section 1.4 of the Lease, above. Billings from the municipality often straddle the start and end dates of the Lease. For billings that straddle the start date of the Lease, you will be billed your pro rata share beginning with the start date of the Lease and ending with the last date of the billing cycle. For billings that straddle the end date of the Lease, you will be billed your pro rata share beginning with the first date of the

billing cycle and ending with the last date of the Lease based on the charges for the prior billing cycle. Charges over and above what the municipality will pick up without additional charges to Landlord will be billed, and are payable, by the responsible tenants.

You'll pay directly for all other utilities, related deposits, and any charges, fees, or services on such utilities for the Unit or appliances provided with the Unit, including electricity, gas, air conditioning, if any, and hot water. **You shall contact the utility service provider, WE Energies, prior to move-in, to provide for service starting on the earlier of (a) occupancy or (b) the first day of this Lease. The WE Energies Customer Service Line is 800-242-9137.**

We do not guarantee or warrant that there will be no interruption of utility service. You have the responsibility for contacting WE Energies in the event of an interruption of service. The number for electric power outages is **800-662-4797**. The number for natural gas leaks or emergencies is **800-261-5325**. If your electricity is ever interrupted, you must use only battery-operated lighting.

Tenant agrees that it is a payment default under this Lease if the utilities for the Unit are disconnected for non-payment or if Tenant does not arrange with WE Energies to place the billing for the utilities for the Unit in the name of the Tenant starting with the earlier of (a) the move-in date or (b) the first day of the Term and ending on the later of (a) the move-out date or (b) the last day of the Term.

1.8 INSURANCE

Landlord has obtained insurance to cover fire damage to the Property and liability insurance to cover damage to persons or property occurring as a result of property defects or Landlord's negligence. This insurance does not cover Tenant's possessions or Tenant's negligence.

We do not maintain insurance to cover your personal belongings or personal injury that does not result from defects in the Property or Landlord's negligence. Tenant is responsible for obtaining a renter's insurance policy to cover loss of his/her possessions or damages resulting from his/her negligence. We urge you to get renter's insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

1.9 KEYS AND LOCKS

See Section 6 of the Non-Standard Rental Provisions.

Tenant may not add or change any locks in the Unit or on the Property without the Landlord's written permission, which may be withheld for any reason.

1.10 7-DAY RIGHT TO INSPECT PREMISES AT START OF RESIDENCY

Under Wisconsin law, Tenant has seven (7) days from the start of the tenancy to inspect the Unit and notify Landlord of any pre-existing damages or defects. Should Tenant not timely notify Landlord within this seven (7) day period of any such damages or defects, Tenant will be considered to have accepted the Unit without any exceptions.

Under Wisconsin law, Tenant has seven (7) days from the start of the tenancy to request from Landlord a list of physical damages or defects charged against the previous tenant's security deposit. Landlord will provide said list, if any, to Tenant within thirty (30) days of the request or within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later.

1.11 MOVE-OUT ON LAST DAY OF LEASE

Tenant will vacate the premises by 11 AM on the last day of the Term, except if the Term is being renewed with the written consent of Landlord and Tenant. Tenant is liable for all of Landlord's damages for failure to move-out on a timely basis, which may include payments for alternative accommodations for new tenants scheduled to move into the Unit.

Tenant will leave the Unit and the common areas of the Property in the same condition that existed when Tenant first occupied the Unit, ordinary wear and tear excepted. This means the Unit (including all appliances, closets, windows and woodwork) will be thoroughly cleaned, all missing or burned-out light bulbs will be replaced with similar wattage and type, and all items belonging to Tenant or any of Tenant's invitees will be removed from the Unit in accordance with Wisconsin law. **See, generally, Sections 7 and 12 of the Non-Standard Rental Provisions for additional information .**

Surrender, abandonment, or eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs to and relet the apartment; determine any security deposit deductions; and remove abandoned personal property. **See Section 2.5 of this Lease.**

1.12 NO PETS

NO PETS of any kind (including cats, dogs and other mammals, reptiles, birds, fish and insects) are allowed in the Unit or on the Property at any time. Failure to comply with this provision can subject you to fines and penalties, as well as termination of this Lease, as more fully set out in Section 17 of the Non-Standard Rental Provisions. An assistance animal is not a pet. If you believe you qualify for a reasonable accommodation for an assistance animal, please go to the Tenants tab at www.vandelaygroup.com and complete the form attached to our Reasonable Accommodation Policy. If you notify us either prior to the start date of this Lease or during the term of this Lease that you need an assistance animal, you must complete the form attached to our Reasonable Accommodation Policy, and if we agree to the accommodation,

Tenant and its co-signer(s) must complete Sections 28 and 29 of the Non-Standard Rental Provisions before the assistance animal will be permitted to reside in the Unit.

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

X _____
Sample Tenant

2. Policies and Procedures

2.1 TENANT OCCUPANCY ONLY; SUB-LEASING

Only Tenant may occupy the Unit without Landlord's written consent, which consent will be given if the proposed additional tenant (the "Additional Tenant") or proposed sub-lessee (the "Sub-Lessee") (a) passes Landlord's screening process (including background and credit checks) and (b) agrees to sign a Lease or other paperwork requested by Landlord, which includes the Additional Tenant's or Sub-Lessee's agreement to be jointly and severally liable for the Rent with Tenant. In addition, there is an additional tenant/sub-leasing fee that shall be paid to Vandelay Group, LLC in the amount of \$150.00, which must be paid in order for Landlord to prepare the necessary paperwork. Any person other than Tenant who is present in the Unit for more than two weeks will be considered a proposed Additional Tenant or Sub-Lessee who cannot remain at the Unit without complying with the requirements in subparagraphs (a) and (b), above. Notwithstanding the foregoing, any person other than the Tenant who pays to be present in the Unit for any length of time will be considered to be an Additional Tenant of Sub-Lessee who cannot remain in the Unit without complying with the requirements of subparagraphs (a) and (b), above.

2.2 RULES

You and all guests and occupants must comply with any written rules and policies, including instructions for care of our property. Any rules are considered part of this Lease. We may make reasonable changes to written rules, effective within a reasonable time of their publication, if distributed and applicable to all units in the Property.

2.3 RESIDENT SAFETY - SMOKE AND CARBON MONOXIDE DETECTORS

Resident Safety

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You and all occupants and guests will ensure that the outside doors to the Property are always closed and locked. You agree to make every effort to abide by the rules and guidelines in this Lease.

Smoke and Carbon Monoxide Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You are responsible for replacing dead batteries in the smoke and carbon monoxide detectors. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke and carbon monoxide detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water or any other cause if that condition arises from disabling or damaging the smoke and carbon monoxide detector or from your failure to replace a dead battery or report malfunctions to us.

2.4 PARKING

If you are renting parking space(s), the charge(s) for parking, if any, are set forth in Section 1.4 of this Lease. If there is no line item in Section 1.4 of this Lease regarding parking, no parking is available for your Unit. If you are renting parking space(s), the following vehicle information is currently on file with Landlord:

If your vehicle information changes, please notify us immediately. Please contact Vandelay Group, LLC using the contact information on the first page of this Lease to find out the parking space to which your vehicle(s) are assigned.

1. Assumption of Risk/Insurance. You will park on the Property at your own risk; Landlord assumes no responsibility for lost, stolen, or damaged property, including Tenant's vehicle(s) and contents. Tenant will maintain all state-mandated insurance coverage on the vehicle(s) at all times.

2. **Parking Restrictions/Towing.** Tenant shall have exclusive use of the leased space. Only one vehicle may be parked in each space. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, or are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

3. **Snow Removal/Access.** Snow removal around the vehicle is the responsibility of Tenant, and Landlord makes no guarantee that the parking space will be accessible during or after snowfall.

4. **Environmental Hazards/No Vehicle Maintenance on Property.** Any fluids or environmental hazards caused by Tenant shall be the responsibility of the Tenant and it is his/her responsibility for a professional cleanup/remediation. Tenant may not perform maintenance on the vehicle in the space.

5. **Parking Termination/Late Payment.** If this Lease terminates, so do your rights to parking set forth herein. Failure to timely pay for parking shall be a payment default under this Lease and be subject to applicable late fees.

2.5 ABANDONED PROPERTY

If Tenant vacates or is evicted from the Unit and leaves personal property in the Unit or Property, Landlord may presume, in the absence of a written agreement between Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in any manner that Landlord, in its sole discretion, determine is appropriate. **See Section 12 of the Non-Standard Rental Provisions.** Landlord will not store any such abandoned personal property except as required by Wisconsin law for such period as is required by Wisconsin law.

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

X _____
Sample Tenant

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the Unit and fixtures as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. **You are responsible for replacing any light bulbs that burn out in the Unit** and shall replace them with the proper wattage and type of bulb as specified on the light fixture. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, telephone and cable TV wiring, screens, locks, and security devices. **You are responsible for replacing any batteries in smoke alarms and carbon monoxide detectors in the Unit.** You may not paint, remove blinds or make any other alteration without our prior written consent.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost of any delay. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health or safety. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.3 RIGHT OF ENTRY AND INSPECTION

We have the right to enter the premises at all reasonable hours, with or without your consent, with at least twelve (12) hours' prior notice (unless you consent to entry at an earlier time), for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, and showing to prospective residents, buyers, loan officers or insurance agents. You consent that notice may be given by text, email, telephone or physical delivery. If you make a maintenance request, you are deemed to have given consent to Landlord to enter the premises for such purpose without the requirement for additional notice.

In the event of a health or safety emergency situation, or if you are absent and Landlord determines that entry is necessary to protect the Unit or the Property from damage, we may enter the Unit with no notice.

3.4 USE OF PREMISES

1. **Residential Use Only.** You shall use the Unit and the Property for residential uses only. Operating a business or providing child care for children not listed as occupants in this Lease is prohibited.

2. **Proper Use of Premises.** Tenant may not (1) make or knowingly permit use of the Unit or Property for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or other tenants; and/or (3) do, use, or keep in or about the Unit or the Property anything which would adversely affect coverage under a standard fire and extended insurance policy or the health and safety of other tenants like fireworks, gasoline, lighter fluid, propane, paint thinner or other combustible or volatile substances. Tenant acknowledges that other tenants in the Property and the neighbors have the right to the quiet enjoyment of their residences. Tenant agrees that he/she will refrain from making excessive noise, including the playing of loud music, so as not to disturb others. In appropriate cases, nuisance activities will be cause for eviction.

3. **Maintaining Condition of Premises.** Tenant shall be liable for any property damage, waste, or neglect of the Unit or Property that is caused by Tenant or Tenant's guests or invitees. Tenant shall maintain the Unit and the Property under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the Lease, or as subsequently improved by Landlord, normal wear and tear excepted.

3.5 NO CRIMINAL ACTIVITY

Neither you nor any guest or invitee shall engage in, or allow others to engage in, any criminal activity, including drug-related criminal activity, in your Unit or on the Property.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact Vandelay Group, LLC using the contact information on the first page of this Lease. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

3.6 BREACH

Failure of either party to comply substantially with the terms of this Lease is a breach. If either party breaches a term of this Lease, the other party shall have such rights and may undertake such remedies as are provided under Wisconsin law.

3.7 EXTERMINATION OF INSECTS, PESTS AND RODENTS

See Section 20 of the Non-Standard Rental Provisions.

3.8 PORCH

If there is a porch adjacent to the Unit (the "Porch"), Tenant agrees as follows. THE PORCH IS DESIGNED FOR USE ONLY BY THE TENANT (each weighing less than 200 pounds). TENANT AGREES (a) NOT TO ALLOW ANY OF TENANT'S GUESTS OR INVITEES TO ENTER OR USE THE PORCH IN ANY WAY FOR ANY PURPOSE, (b) NOT TO PLACE ANYTHING WHATSOEVER ON THE PORCH (including plants, furniture and grills) and (c) TO NOTIFY LANDLORD IMMEDIATELY OF ANY REPAIRS THAT THE PORCH REQUIRES. *Failure to comply with these restrictions could result in damage, injury or death to persons on the Porch or in the Unit.*

3.9 WIRING NO POWER STRIPS

Tenant shall not, either directly or by means of a third party, add any wiring to the Unit or the Property. NO POWER STRIPS OR MULTI-PLUG EXTENSION CORDS ARE ALLOWED; **these can melt the wiring and cause a fire.** If Tenant desires to subscribe to cable TV or the internet, Tenant will notify Landlord of the installation date and time, which must be a date and time that is reasonably convenient for Landlord, and Landlord must be present for the installation and will control whether and where wires may be located in the Unit or the Property. Landlord is not responsible for any installation costs imposed on Tenant as part of this process. No satellite dishes are allowed on the Unit, any porches or the Property.

3.10 WINDOW AIR CONDITIONING UNITS

If you decide to purchase and install any window air conditioner(s), they must be installed in accordance with the manufacturer's instructions for safe operation, and must be installed no earlier than May 1st in any year, and removed from the window(s) and safely stored so do they do not create any hazards for any residents of the Property by October 31st of any such year. These must be installed without fasteners placed into the window or frame. Any damage to the windows or framing will be billed back to Tenant as appropriate.

3.11 FIREPLACE

If there is a fireplace in the Unit (the "Fireplace"), it is only ornamental and is not operational. **IF YOU TRY TO LIGHT A FIRE IN THE FIREPLACE, IT WILL FILL THE PROPERTY WITH SMOKE, AND COULD BURN DOWN THE ENTIRE PROPERTY, PLACING YOU**

AND YOUR FELLOW TENANTS AT SEVERE RISK OF *PROPERTY DAMAGE, INJURY AND DEATH*. By signing below, Tenant indicates that Tenant has read this notice, and agrees that Tenant will never light a fire in the Fireplace under any circumstances whatsoever. IN ADDITION, YOU AGREE THAT LIGHTING A FIRE IN THE FIREPLACE IS CAUSE FOR IMMEDIATE TERMINATION OF YOUR LEASE, upon which you will have to vacate the Property.

3.12 SHOWER HEADS, ACCESSORIES, AND TOILET BOWL CLEANERS

Shower heads and other bathroom accessories such as toilet seats, etc in the Unit may not be replaced, other than by Landlord. No longer-term toilet bowl cleaners may be placed in the tank of the toilet(s), since this causes damage to the toilets which may result in leakage.

3.13 NO SIGNS OR RUMMAGE SALES

Tenant shall not allow any sign, advertisement or notice to be placed either inside or outside the Unit or Property without receiving the Landlord's prior written consent. This includes any political signs or messages that might be deemed offensive by neighbors. No rummage sales, or sale of any kind, can be held in the Unit or on the Property without Landlord's prior written consent.

3.14 NON-STANDARD RENTAL PROVISIONS

See the attached Non-Standard Rental Provisions for additional Responsibilities, which are attached hereto and incorporated herein by reference.

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

X _____
Sample Tenant

4. General Clauses

4.1 NOTICE OF DOMESTIC ABUSE PROTECTIONS

1. As provided in section 106.50(5m)(dm) of the Wisconsin Statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault or stalking committed by either of the following: (a) a person who was not the tenant's invited guest or (b) a person who was the tenant's invited guest, but the tenant has done either of the following: (1) sought an injunction barring the person from the premises or (2) provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

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

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

4.2 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

1. **No Knowledge.** Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. **No Reports or Records.** Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

3. By initially below and signing this Lease, Tenant acknowledges that it has been provided with access to the pamphlet *Protect Your Family From Lead in Your Home*, which is located at:

http://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

A copy can also be found on the Vandelay Group, LLC website. If Tenant wants a hard copy of the pamphlet, they should request one from Vandelay Group, LLC, whose contact information is on the front page of this Lease.

4.3 MISCELLANEOUS LEGAL PROVISIONS

1. Governing Law

This Lease shall be construed in accordance with the laws of the State of Wisconsin, without regard to their conflict of laws provisions, including Chapters 704 and 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATPC 134 and local statutes and ordinances, as the same may be amended from time to time.

2. Venue and Service Process

THE EXCLUSIVE VENUE FOR THE RESOLUTION OF ANY DISPUTE ARISING UNDER THIS LEASE SHALL BE THE COURTS LOCATED IN MILWAUKEE COUNTY, WISCONSIN AND THE PARTIES HERETO EXPRESSLY CONSENT TO JURISDICTION OF THOSE COURTS.

3. Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, a trial of any lawsuit based on statute, common law, and/or related to this Lease shall be to a judge and not a jury.

4. Entire Agreement and No Assignment

This Lease constitutes the entire agreement between Landlord and Tenant, and each has made no other promises of any kind to the other. This Lease may not be assigned by Tenant without the Landlord's written consent.

5. Severability

If any provisions or items in this Lease are found to be illegal or unenforceable, they shall be considered null and void and they shall not affect the validity or enforceability of the remaining provisions or items of this Lease.

6. Amendment

This Lease can only be amended in a writing signed by Landlord, Tenant and any Co-Signers.

7. No Waiver

Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant does not waive Landlord's right to act on any future violation or breach by Tenant. *Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Lease.*

8. Force Majeure

Landlord shall be excused from performance of obligations if Landlord is prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which are beyond Landlord's control.

9. Time is of the Essence

All deadlines in this Lease must be strictly adhered to; time is of the essence.

10. Electronic Delivery

Landlord may, at its option, provide to Tenant and/or Co-Signers, as applicable, and Tenant and/or Co-Signers agree, as applicable, to accept delivery of, the following documents by electronic means (including via email and text):

- (a) a copy of this Lease and any documents related thereto;
- (b) a security deposit and any documents related to the accounting and disposition of a security deposit and security deposit refund;
- (c) a promise made by Landlord before the initial Lease to clean, repair or otherwise improve any portion of the premises; and
- (d) a notice to enter the Unit under s. 704.05(2) of the Wisconsin Statutes.

All of the above referenced documents may be signed by Landlord, Tenant or Co-Signers, as applicable, using electronic signatures, which shall be treated in all respects as legally binding on the parties hereto.

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

X _____
Sample Tenant

5. NON-STANDARD RENTAL PROVISIONS - No Smoking

5.1 NO SMOKING

No smoking, as defined in the last sentence of this paragraph, is permitted by Tenant or any of Tenant's guests or invitees either in the Unit or the common areas of the Property. If you engage in such activities in the Unit or the common areas, any costs to remediate the smoke, including repainting the apartment and replacing the blinds, will be subtracted from your security deposit, and continuation of such activities may be cause for eviction. For this purpose, "smoking" includes any activity that creates smoke including vaping, and the burning of candles and/or incense within the unit.

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

X _____
Lessee Sample Tenant

Date Signed

6. NON-STANDARD RENTAL PROVISIONS - Return/Loss of Keys/ Lock-Out

6.1 RETURN/LOSS OF KEYS/LOCK-OUT

At the conclusion of the Lease, Tenant agrees to return the originals and all copies of the keys to the Unit, the access door to the Property, the mailbox and any other keys provided to Tenant. Failure to return any of the keys will result in a charge of \$110 per lock (to pay for re-keying the lock and replacement keys). In addition, if Tenant loses any of the keys during the term of the Lease, the same charges will apply, which charge is due when new keys are provided. If Tenant is locked out of his/her Unit, Tenant should contact Landlord, who will arrange to unlock the Unit. The charge for unlocking the Unit is \$30 per occurrence for the first two occurrences (unless the occurrence occurs after 5:30 PM at night or before 8 AM in the morning, on a weekend, or on a Federal holiday, in which event the charge is \$100 per such occurrence), and \$100 thereafter for each occurrence. Tenant acknowledges that such payment is due at the time the Unit is unlocked. If personnel from Vandelay Group, LLC are unavailable to assist with a lock-out, Tenant or Vandelay Group, LLC may call for a locksmith, the cost of which will be at Tenant's expense. Any unpaid fees under this Section 2 may be deducted from Tenant's security deposit.

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

X _____
Lessee Sample Tenant

Date Signed

7. NON-STANDARD RENTAL PROVISIONS - Painting, Decorating and Window Treatments

7.1 PAINTING, DECORATING AND WINDOW TREATMENTS

Tenant may not paint, wallpaper, otherwise change the walls, floors, moldings or fixtures in the Units or remove the mini-blinds from the windows. Tenant may not place any "temporary" wall stickers or decals. These adhesives cause damage and may result in charges at move-out. If Tenant violates this provision, Landlord will reverse such changes and bill the costs of doing so to Tenant, which charges are due when assessed. If Tenant fails to pay such charges, Landlord may deduct such charges from Tenant's security deposit.

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

X

Lessee

Sample Tenant

Date Signed

8. NON-STANDARD RENTAL PROVISIONS - Countertops

8.1 COUNTERTOPS

The counter-tops in the kitchen are NOT HEAT RESISTANT. Placing hot items on the counter-top will cause it to burn, melt, or crack. Tenant agrees to be responsible for any damage to the counter-tops, including damage caused by hot items. Landlord may deduct the cost of repairing and/or replacing such damaged counter-tops from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 8.

X

Lessee

Sample Tenant

Date Signed

9. NON-STANDARD RENTAL PROVISIONS - Minimum Heat and Plumbing Issues

9.1 MINIMUM HEAT AND PLUMBING ISSUES

Tenant agrees to maintain a minimum thermostat temperature of 60 degrees during the winter months, and during extreme cold (below zero degrees Fahrenheit), will keep the hot and cold water dripping at the width of a pencil so that the pipes do not freeze. Tenant must run the water while using the garbage disposal, or there is significant risk of damage. Tenant agrees to pay for removing/cleaning any stoppages from the drains or repairing the garbage disposal if improper items or improper quantities of debris are placed therein except where such services are required because of defective plumbing, the age of the garbage disposal, tree roots or acts of God. It is STRICTLY PROHIBITED to flush wet wipes, condoms, paper towels, or feminine hygiene products down the toilet as this will clog the main drain. Tenant agrees to pay for any damage to the unit as a result of flooding due to flushing of improper items. ***NO DRANO or other similar de-clogging products can be used by Tenant because they pose a danger to Tenant, Landlord's maintenance staff or contractors and can eat through the pipes causing extensive damages.*** Tenant is responsible for any costs or damages associated for failure to comply with the provisions of this Section 5, and if such costs or damages are not previously paid, they may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 9.

X

Lessee

Sample Tenant

Date Signed

10. NON-STANDARD RENTAL PROVISIONS - Composting/Trash/ No Items in Common Areas

10.1 TRASH/NO ITEMS IN COMMON AREAS

Tenant agrees to dispose of his/her trash in the receptacles provided for same by the municipality. To the extent certain recyclables or hazardous items are required by state or local regulations to be separated from the regular trash, Tenant will comply with those requirements. If Tenant has items which the municipality will not collect without an additional fee, Tenant will either remove those items from the Property, or will arrange for a third party to do so. Tenant will not place any items, including trash, in the common areas or the grounds of the Property. "Common areas", referred to herein, always include the basement. This includes composting containers or any other outdoor trash storage area that might attract rodents. If Tenant, in contravention of this Section 6 does put items in the common areas (including the basement), Landlord is not responsible for any damage to such items or the theft thereof. If Landlord has to arrange for a third party to remove Tenant's items from the common areas or the Property, Tenant will pay for the costs of such removal, plus a fee of \$50. In addition, Tenant is responsible for any tickets issued by the municipality for improper disposal of trash or recyclables in contravention of this Section 6, or failure to remove garbage cans from the street in a timely manner after pick-up. Any amounts owing under this Section 6, to the extent not previously paid, may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 10.

X

Lessee

Sample Tenant

Date Signed

11. NON-STANDARD RENTAL PROVISIONS - Move-Out on Last Day of Lease

11.1 MOVE-OUT ON LAST DAY OF LEASE

Tenant will vacate the premises by 11 AM on the last day of the Lease, except if the Lease is being renewed with the Tenant. If Tenant does not timely vacate, Tenant will be responsible for any damages incurred by Landlord, which can include payment for alternative accommodations for new tenants scheduled to move into the Unit. In absence of proof of greater damages, Landlord shall recover as minimum damages twice the rental value apportioned on an hourly basis for the time the Tenant improperly remains in possession, which may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 11.

X

Lessee

Sample Tenant

Date Signed

12. NON-STANDARD RENTAL PROVISIONS - DAMAGES TO UNIT; FAILURE TO CLEAN AND REMOVE ITEMS FROM UNIT

12.1 DAMAGES TO UNIT; FAILURE TO CLEAN AND REMOVE ITEMS FROM UNIT

Tenant will leave the Unit and the common areas of the Property in the same condition that existed when Tenant first occupied the Unit, ordinary wear and tear excepted. This means the Unit (including all appliances, closets, windows and woodwork) will be thoroughly cleaned by Tenant and all items belonging to Tenant or any of Tenant's invitees will be removed from the Unit. Tenant is responsible for missing or burned out light bulbs in the Unit. To the extent Landlord incurs expenses to return the Unit and the common areas of the Property to the same condition as when Tenant first occupied the Units, ordinary wear and tear excepted, or costs of cleaning in excess of one hour, Tenant will be responsible for such expenses. Except to the extent prohibited by Wisconsin law, personal property of Tenant's that remains in the Unit after termination of the Lease will be considered abandoned, will not be stored by Landlord and may be disposed of by Landlord at Tenant's expense in any manner that Landlord, in its sole discretion, deems appropriate.

Tenant is responsible for all costs incurred by Landlord under this Section 8, including any fines or charges that may be assessed against Landlord for improper disposal of Tenant's property, and they may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 12.

X

Lessee

Sample Tenant

Date Signed

13. NON-STANDARD RENTAL PROVISIONS - Payment of Fees for Checks Returned for Insufficient Funds; Late Fees

13.1 PAYMENT OF FEES FOR CHECKS RETURNED FOR INSUFFICIENT FUNDS; LATE FEES

- If Tenant's check is returned by Vandelay Group, LLC's bank because there are insufficient funds in Tenant's bank account (or the bank account of the person who has paid Tenant's rent), Tenant will be responsible to reimburse Vandelay Group, LLC for any charges or fees assessed by Vandelay Group, LLC's bank plus late fees as set forth in the subsequent sentence based on when the check ultimately clears. Fees for late payment of rent, parking or utilities, whether or not the check clears when initially deposited, are \$25 if not paid by the 5th day of the month and \$5 for each day of nonpayment thereafter. Charges are treated as paid when received by Vandelay Group, LLC. Late fees may be deducted from Tenant's security deposit, if not otherwise paid when owing.

By signing below, you acknowledge and agree to the terms in Section 13.

X

Lessee

Sample Tenant

Date Signed

14. NON-STANDARD RENTAL PROVISIONS - RE-RENTAL COSTS

14.1 RE-RENTAL COSTS

- If Tenant vacates the Unit without complying with the terms of the Lease, or is removed from the Unit for failure to pay rent or any other breach of the Lease, Tenant is liable for all charges permitted under Section 704.29 of the Wisconsin Statutes, including, but not limited to, all costs incurred to re-rent the unit and all utilities for which Tenant is responsible through the end of the lease term, subject to Landlord's duty to mitigate. Such charges may be deducted from Tenant's security deposit, if not otherwise paid when owing.

By signing below, you acknowledge and agree to the terms in Section 14.

X

Lessee

Sample Tenant

Date Signed

15. NON-STANDARD RENTAL PROVISIONS - Kitchen Cleanliness

15.1 KITCHEN CLEANLINESS

- Kitchens must be kept clean at all times and garbage deposited in closed bags which are then properly disposed of in the garbage carts provided by the municipality. If, upon inspection by Landlord, the kitchen is dirty, Landlord may pay to have the kitchen cleaned and for a pest management service to deal with any pest issues. Landlord shall bill Tenant for the cost thereof. Payment is due from Tenant to Landlord no later than ten days after presentation of the invoice for cleaning and/or pest management. Such charges may be deducted from Tenant's security deposit, if not otherwise paid when owing.

By signing below, you acknowledge and agree to the terms in Section 15.

X

Lessee

Sample Tenant

Date Signed

16. NON-STANDARD RENTAL PROVISIONS - Care of Washer and Dryer, If Provided

16.1 CARE OF WASHER AND DRYER, IF PROVIDED

- If Landlord has provided Tenant with access to a washer and dryer, Tenant will be responsible for any damage or repairs required to the washer and dryer that are caused by improper usage of the machines (including failure to change filter on water discharge hose from washer every other month, or more frequently as needed) or failure to clean the lint filter in the dryer prior to, and after, every dryer load. Such charges may be deducted from tenant's security deposit, if not otherwise paid when owing.

By signing below, you acknowledge and agree to the terms in Section 16.

X _____
Lessee Sample Tenant

Date Signed

17. NON-STANDARD RENTAL PROVISIONS - NO PETS ALLOWED

17.1 NO PETS ALLOWED

- *There are no pets whatsoever allowed in the Unit or on the Property at any time.* If you violate this provision, there will be a \$250 penalty fee per offense, payable by Tenant upon demand by Landlord, plus an assessment for any damages, clean-up, odor remediation or any other costs incurred by Landlord in connection with violating this provision, payable by Tenant upon demand by Landlord, and Landlord, at its sole option, may terminate the Rental Agreement. Any amounts owing under this Section 13, to the extent not previously paid, may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 17.

X _____
Lessee Sample Tenant

Date Signed

18. NON-STANDARD RENTAL PROVISIONS - Snow Removal

18.1 SNOW REMOVAL

- If the Property is a single family house or duplex, it is Tenant's responsibility to shovel the snow on the city sidewalks in the front and on the side of the Property, as well as the walks and steps to the Property, including spreading salt and/or sand thereon in the event of slippery conditions. Snow and ice should be cleared down to the bare pavement/concrete to avoid injury. In addition, if there is a driveway, it is the Tenant's responsibility to keep it clear of snow to the extent the Tenant or the public needs access. Simply clearing a path is insufficient. Snow and ice must be removed from the entire paved sidewalk/driveway surface, edge to edge. Please contact Jeff Koenig at 414/395-8593 if you need additional salt or sand. If Tenant fails to perform the responsibilities hereunder, Tenant is responsible for the cost of performing such duties, payable to Landlord at the then market rate for performing such service, as well as an administrative charge of \$25 per failure. In addition, Tenant is responsible for the cost of any tickets issued by the municipality

for failure to comply with any code requirements covering these issues. Any amounts owing under this Section 14, to the extent not previously paid, may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 18.

X

Lessee

Sample Tenant

Date Signed

19. NON-STANDARD RENTAL PROVISIONS - Nuisance and Other Violations

19.1 NUISANCE AND OTHER VIOLATIONS

If the municipality or any other instrumentality or agency of the municipality or any other governing entity imposes fines or penalties on the Property or Landlord because of the Tenant's conduct or the conduct of a guest or invitee of the Tenant, the Tenant shall pay Landlord, upon demand, the amount of such fines and/or penalties plus \$100 per occurrence. Any amounts owing under this Section 15, to the extent not previously paid, may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 19.

X

Lessee

Sample Tenant

Date Signed

20. NON-STANDARD RENTAL PROVISIONS - Bed Bugs and Other Extermination Costs

20.1 BED BUGS AND OTHER EXTERMINATION COSTS

Tenant is responsible for the costs of extermination or removal of any insects, including bed bugs, pests, or rodents that are found in the Unit or on the Property and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, inactions, negligence, failure to keep the areas clean, failure to remove garbage and waste and/or improper use of the Unit or the Property. If Tenant does not pay the costs for extermination or removal of any insects, including bed bugs, pests or rodents, Landlord may deduct such amounts from Tenant's security deposit to the extent not previously paid.

Tenant will immediately notify Landlord in writing if Tenant finds bed bugs or other insects, pests or rodents in the Unit or on the Property or Tenant suspects bed bugs may be present in the Unit or Property. Tenant understands that second-hand furniture is one of the most frequent ways that bed bugs are introduced into rental properties and agrees not to move second-hand furniture into the Unit unless the Tenant is certain that it is free from bed bugs. Tenant should not attempt to treat any bed bug infestation because self-treating may result in injury to Tenant or other persons and/or may result in the infestation becoming worse.

By signing below, you acknowledge and agree to the terms in Section 20.

X

Lessee

Sample Tenant

Date Signed

21. NON-STANDARD RENTAL PROVISIONS - Sub-Leasing Fee

21.1 SUB-LEASING FEE

If Tenant does not pay the sub-leasing fee set forth in Section 2.1 of the Lease, it may be deducted from Tenant's security deposit.

By signing below, you acknowledge and agree to the terms in Section 21.

X

Lessee

Sample Tenant

Date Signed

22. NON-STANDARD RENTAL PROVISIONS - Real Christmas Trees

22.1 REAL CHRISTMAS TREES

Because of the fire risk, real Christmas trees are not allowed on the Premises. Tenants are free to use fake Christmas trees with UL approved lights. If you violate this provision, there is a \$100 penalty, plus Tenant is responsible for any costs of cleaning common area and any tickets from the municipality for failure to properly dispose of the tree. Such penalty and fees are due when assessed, and can be deducted from Tenant's security deposit if not previously paid.

By signing below, you acknowledge and agree to the terms in Section 22.

X

Lessee

Sample Tenant

Date Signed

23. NON-STANDARD RENTAL PROVISIONS - No Furniture on Roof Membrane; Care of Hardwood Floors

23.1 NO FURNITURE ON ROOF MEMBRANE; CARE OF HARDWOOD FLOORS

No furniture may be placed on roof membrane even if the roof is accessible from a Unit. Wood floors should only be washed with water or a mixture of vinegar and water; no excessive water should be left on the floors or they will warp. Any damage to wood floors, including

scratches caused by furniture on wheels or improper moving of furniture is the Tenant's financial responsibility, as well as any damage caused by Tenant to the roof membrane. Costs for any such damages are due when assessed, and can be deducted from Tenant's security deposit if not previously paid.

By signing below, you acknowledge and agree to the terms in Section 23.

X _____
Lessee Sample Tenant

Date Signed

24. NON-STANDARD RENTAL PROVISIONS - No Feeding of Animals or Birds

24.1 NO FEEDING OF ANIMALS OR BIRDS

Do not leave food for birds or animals outside of the unit as this attracts rodents and feral animals. Costs for any such damages sustained if Tenant violates this provision, including remediating rodents and feral animals, are due when assessed, and can be deducted from Tenant's security deposit if not previously paid.

By signing below, you acknowledge and agree to the terms in Section 24.

X _____
Lessee Sample Tenant

Date Signed

25. NON-STANDARD RENTAL PROVISIONS - Care of Walls

25.1 CARE OF WALLS; NO MOUNTING ITEMS ON WALLS

No more than two nail holes can be put in each wall, and no adhesive stickers, gels or other items that will discolor or deface the walls may be placed on walls. In addition, nothing can be mounted on walls, including televisions, microwaves and other appliances and electronics. Costs for any such damages sustained if Tenant violates this provision are due when assessed, and can be deducted from Tenant's security deposit if not previously paid, including cost of repainting.

By signing below, you acknowledge and agree to the terms in Section 25.

X _____
Lessee Sample Tenant

Date Signed

26. NON-STANDARD RENTAL PROVISIONS - No Items Hanging on Doors

26.1 NO ITEMS HANGING ON DOORS

No items (for example organizers for shoes or clothing) can be hung on any door. Costs for damages sustained if Tenant violates this provision are due when assessed, and can be deducted from Tenant's security deposit if not previously paid, including cost of repainting.

By signing below, you acknowledge and agree to the terms in Section 26.

X

Lessee

Sample Tenant

Date Signed

27. NON-STANDARD RENTAL PROVISIONS - Heating, Cooling, and Ventilation Systems.

27.1 HEATING, COOLING, AND VENTILATION SYSTEMS

Landlord agrees to maintain heating, cooling and ventilation systems on premises that are provided by Landlord. Tenant agrees to notify Landlord in a timely manner, and in writing, of any problems that arise with these systems. Tenant agrees to keep heating and cooling systems in good working order and to take safety precautions in accordance with their use, following manufacturer and fire department recommendations.

a. Natural Gas furnace system: Tenant will not store items in the furnace closet, except for replacement filters. Tenant agrees not to block air ducts (warm air output and cold air return) and to pay for any damage to the heating system caused by failure to do so. If the furnace is located inside Tenant's private unit, Tenant is responsible for changing the furnace filter based on manufacturer's specifications. This is typically 30-90 days, and can usually be found written on the existing filter. Size and orientation must be consistent with the one that was replaced. Mechanical failures or maintenance due to dirty filters will be billed back to Tenant at cost.

b. Electric baseboard and wall fan heaters: Tenant agrees not to block the heaters, to keep all flammable materials at least one foot from the heating device and to maintain ample air flow around heater. Tenant agrees to keep heaters clean of dust build up.

c. Portable heaters: Tenant agrees to not install or cause to be installed portable heating devices without prior written consent of Landlord. Landlord must examine and approve any such device before use on the property. At no time will propane, kerosene or gas heating devices be allowed on the premises. If authorized by Landlord, Tenant agrees to maintain a clearance of three feet around any electric portable heating device and to follow manufacturer instructions for its use.

By signing below, you acknowledge and agree to the terms in Section 27.

X

Lessee

Sample Tenant

Date Signed



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
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

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

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (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.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

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

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

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

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



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

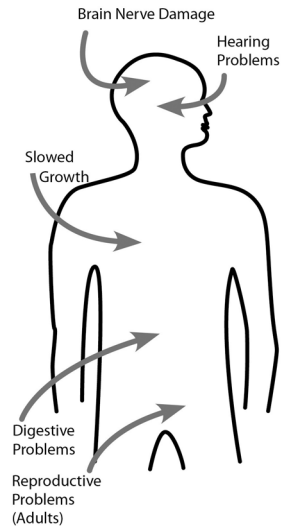
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.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, 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 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) 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 and
 - 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

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

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

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.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 (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the 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).

Vandelay Group LLC

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Lead_in_your_home_brochure.pdf

X _____
Lessee Sample Tenant

Date Signed

29. Sign and Accept

29.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

X

Lessee

Sample Tenant

Date Signed

X

Lessor

Date Signed