

**PICKRELL PROPERTIES, LLC  
LEASE AGREEMENT**

This legal binding contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **PICKRELL PROPERTIES, LLC**, hereinafter called Landlord, and \_\_\_\_\_, hereinafter called Tenant.

**WITNESSETH:** That in consideration of the rents and covenants herein contained the Tenant hereby rents from the Landlord those premises known and described as \_\_\_\_\_ in the city of FAIRMONT, state of WEST VIRGINIA. The terms of the agreement shall commence at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the Tenant does hereby covenant and agree with the Landlord as follows:

**1. PAYMENTS, LATE CHARGES, DEPOSITS, DEFAULTS, EVICTIONS**

- A. Payments:** Said Tenant hereby covenants and agrees to pay Landlord \_\_\_\_\_ (\$\_\_\_\_\_) per month as follows: (1) first months rent shall be payable prior to the lease start date as described above; (2) subsequent rent payments shall be made beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the FIRST day of each and every month thereafter during the term of the lease. The total sum of this lease is \_\_\_\_\_ (\$\_\_\_\_\_).
- Every individual named in this lease shall be held severally and jointly liable for the rent and all other charges, assessments, and penalties as provided for in the terms of the lease. If any person(s) moves out or fails to pay, those who remain will have to pay the entire rent in full. Checks shall be made payable to **PICKRELL PROPERTIES** and mailed to 726 East Park Avenue, PMB 291, Fairmont, WV 26554. Tenant authorizes **PICKRELL PROPERTIES** to initiate either an electronic debit or to create and process a demand draft against Tenant's bank account whenever Tenant sends a check for payment of rent and/or other fees. The amount of the debit and bank account information will be used directly from the check. Tenant acknowledges that the origination of ACH transactions to Tenant's account must comply with the provisions of United States law. No cash payments accepted.
- B. Returned Checks:** Tenant agrees to pay a \$25 service charge for all checks returned as non-sufficient funds (NSF).
- C. Late Charges:** If rent is not paid in full by the 1st (first) day of each month, Tenant agrees to pay a late charge of \$10 (ten dollars) per day until paid. The late charge must be included with the late rent payment.
- D. Deposits:** Tenant will deposit with the Landlord a good faith security deposit of (\$\_\_\_\_\_) simultaneously with the execution of this agreement. Tenant will not be allowed to use the security deposit for the payment of rents or any other charges, assessments, or penalties. This deposit is to hold the said premises until the first day of this lease. If the first months rent is not paid before the first day of the lease, the Tenant's deposit is forfeited. In addition, at any time during the term of the lease, if any part of the lease is broken, the deposit is forfeited. After the premises are occupied, the deposit is to compensate for any damage caused by the Tenant. After the full term of the lease is completed, the deposit will be returned within sixty (60) days providing there is no damage to the property and/or furnishings/appliances/fixtures, the premises are left in a clean and orderly condition, all rents and other fees have been paid, all other items of the lease are met, and all keys are returned. Should Tenant be responsible for damage to the premises greater than the value of the security deposit, Tenant agrees to reimburse Landlord for such loss.
- E. Trash Removal:** Tenant shall provide appropriate receptacles for the collection, storage, and removal of garbage, rubbish, and other waste, and arrange for and pay for the removal of the same.
- F. Defaults:** In the event of default in payment by the first of the month, rent, late charges or any other charges as provided for by the terms of this lease, the Landlord shall have the right to terminate this lease agreement, and proceed with the eviction process as described in Section G.
- G. Evictions:** In the event Tenant defaults as described in Section F, Tenant will be granted a five (5) day grace period to remedy default or surrender premises to Landlord. On the sixth (6th) day of the month, Landlord may contact a lawyer to initiate eviction proceedings. **Please note: Eviction filings go on Tenant's public record, which affect their credit and background check reports.**
- H. Time of Essence:** Time is of the essence in the payments of rents and other charges and penalties as described in the terms of this agreement.

**2. UTILITIES:** The Tenant hereby agrees to be responsible for and pay for all utilities charges with the exception of those listed below:

- A. Landlord agrees to pay for \_\_\_\_\_ up to a maximum average of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month. If the maximum average is exceeded, Tenant agrees to pay for the additional charges at the end of the lease period.
- B. No water beds or liquid filled furniture. If Landlord is paying any utilities, 1. No major appliances (i.e. air conditioners, heaters, etc.) may be added and used without the permission of the Landlord, 2. Tenant must notify Landlord in writing if an air conditioner/heater is installed, and 3. An additional sum of twenty-five dollars (\$25.00) per month will be charged per air conditioning/heating unit.

**3. RESTRICTIONS ON THE USE OF PREMISES:** The Tenant agrees to abide by the following restrictions upon the use of the leased premises:

- A. Tenant shall not allow parties and shall conduct themselves in a manner that will not disturb their neighbors peaceful enjoyment of their premises, and the Tenant further covenants and agrees that they will not use nor permit said premises to be used for any improper, illegal, or immoral purposes, nor will they use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Quiet hours are from 11 pm to 7 am daily.
- B. Smoke detectors have been installed and are in proper working condition prior to Tenant occupancy. It shall be the responsibility of Tenant to check smoke detectors periodically and replace batteries as necessary to keep smoke detectors in proper working condition and to report any malfunction in said smoke detectors to Landlord.
- C. Tenant agrees to keep the premises in a clean and habitable condition, and further agrees that, upon termination of this lease, the premises shall be left in the same state of cleanliness as they are in at the time of the execution hereof. In the event that the Tenant fails to leave the premises in such clean condition, the Landlord shall have the right to hire someone to clean the same, and to pay the cost of the cleaning from the deposit provided for herein above.
- D. Tenant hereby agrees not to rent, lease, sublease, or assign premises or any part thereof without the written consent of the Landlord.
- E. The Landlord, his assigns, agents or employees, shall have the right to access of said premises at all reasonable times for the purpose of performing repairs and maintenance, inspecting the premises, and showing it to prospective tenants.
- F. Tenant shall not make any alterations, additions, or changes in the premises or any part thereof, nor in any manner alter, cut, drive nails or screws into or otherwise damage any of the walls, floors, ceilings, fixtures, or any part of said premises, without the written consent of the Landlord.
- G. Tenant shall keep the plumbing fixtures, heating/cooling systems, and appliances clean and safe. The Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures or from the stopping of water closets or drains which shall be repaired at the expense of the Tenant, unless the cause is beyond the Tenant's control.
- H. Tenant specifically covenants and agrees that any pets kept in, on, or about the premises by the Tenant shall maintain all areas of the premises and keep such areas free from pet waste and odors. Tenant also agrees to include with their Security Deposit from 1-D, a non-refundable pet fee of Two Hundred Fifty Dollars (\$250.00) for the first pet and One Hundred Twenty-Five Dollars (\$125.00) for the second pet. If Tenant, after signing the lease, acquires a pet(s), the non-refundable per pet fee is due with the following month's rent payment. Refer to the Pet Policy (Section 11) on page 3.
- I. Tenant shall keep the premises wind and water tight, and shall make temporary repairs.
- J. Tenant shall keep the premises clean and free of trash so as not to create a health or fire hazard.
- K. Tenant shall report to the Landlord immediately any damage, deterioration, or other condition affecting the structure of the premises, and requiring the Landlord's attention. If damage to the leased premises is caused by misuse or neglect of Tenant, Landlord may, at the Landlord's option, repair or pay for the repair of such damage, and Tenant will reimburse Landlord for the total cost of such repairs, and for the replacement costs of all property destroyed or irreparably damaged.

- 4. INSURANCE:** The Tenant understands and agrees that the Landlord shall carry fire insurance on the building only, and if the Tenant desires to carry insurance protection on personal property owned by the Tenant and contained therein, it shall be solely the responsibility of the Tenant to do so.
- 5. LIABILITY:** The Landlord shall not be liable for any injury or damage to any property or person at anytime on said leased premises from any cause whatsoever which may arise from the use or the condition of the premises.
- 6. SEVERABILITY:** If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- 7. LEGAL COST:** Tenant agrees to repay Landlord for expenses incurred to enforce collection of rent herein, including filing of eviction notices, magistrates, collectors, deputies, etc. In consideration of the mutual covenants herein expressed, all parties warrant that they will each pay for their own expense of legal representation, court costs, etc., and hereby hold the other harmless from any claims for costs except for collections as stated.
- 8. LEASE VIOLATIONS:** In the event of the breach of any of the conditions of this lease, Landlord may take immediate possession of the premises without notice to the Tenant, and the Tenant waives the right to any notice and further agrees to immediately vacate the premises when requested to do so by Landlord.
- 9. PROPERTY WALKTHROUGH:** Tenant agrees to walkthrough the property with the Landlord at the following times: 1. Prior to Tenant's occupancy of the property, 2. Approximately every 8 (eight) months thereafter, and 3. Final day of Tenant's occupancy of the property. The purpose is to ensure the premises are in good shape and the doors, walls, windows, cabinets, appliances, etc. are in good working order, or may need to be repaired/replaced through discovery with the walkthrough.
- 10. SECURITY DEPOSIT RIDER:** Tenant acknowledge that the deposit of \$\_\_\_\_\_ described in Section 1-D of this agreement is not to be used for payments of rents or any other charges, assessments, or penalties, and is to be returned after all conditions of the lease agreement are fulfilled.
- 11. PET POLICY:** Your dogs and cats are part of your family, and we love to welcome them to the property. Please review the fees and restrictions outlined below.  
Non-refundable fees: \$250 (first pet) & \$125 (second pet). **Monthly fee: \$20 per pet.**  
Maximum two pets. No outdoor pets allowed. No weight limit. Dog breed restrictions (no full or mix of the following breeds): Akita, Alaskan malamute, American bulldog, Chow, Dalmatian, Doberman, Dogo Argentino, German shepherd, Great dane, Husky, Presa Canario, Rottweiler, Staffordshire terrier/Pit bull, Wolf, and any other breeds prohibited by Landlord. Pets must be an inside pet and kept in the Tenant's apartment/trailer/house, not left to roam the property. Tenant acknowledges that the non-refundable pet fee of \$\_\_\_\_\_ described in Section 3-H of this agreement is not to be used for payments of rents or any other charges, assessments, or penalties. Total number of pets owned by Tenant is \_\_\_\_\_. Tenant agrees to include with their Monthly Rent Payments from 1-A, the total monthly pet fee of \$\_\_\_\_\_.
- 12. APPLIANCE POLICY:** Tenant hereby acknowledges that the following appliances have been provided to them for rental use: \_\_\_\_\_ Window Air Conditioner \_\_\_\_\_ Space Heater  
\_\_\_\_\_ Stove \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_\_\_ Dishwasher \_\_\_\_\_ Washer/Dryer  
Tenant agrees to use and maintain these appliances with reasonable care. In the event of voluntary or involuntary move out and appliances are missing, Tenant understands that the Landlord will assume the Tenant has committed a criminal act of theft that will be promptly reported to the local Sheriff's Office and the City Police Department and that prosecution fully allowed by law will be pursued. As a remedy for any missing appliances, the Tenant may provide a new replacement unit ONLY if the Landlord approves the replacement.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS:** Landlord will promptly respond to your maintenance requests and will correct any routine maintenance items as soon as possible. However, Landlord's responsibility to make repairs is limited. Landlord is not liable for any loss, expense or damage to Tenant, Tenant's family, friends or

invitees for any personal injury or property damage, unless such damage or injury resulted from Landlord's negligence or the negligence of our employees, contractors, or agents. Landlord's failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond our control. Tenant will keep the unit and equipment and appliances in clean, orderly and safe condition. Tenant will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the unit or anywhere else on the property without our prior written consent. If Tenant makes any alterations or additions without Landlord's consent, Landlord can require Tenant, at Tenant's cost, to remove the alterations or additions and return the unit/property to its condition prior to the alterations or additions. If Tenant makes any alterations or additions with our consent, those installations will become Landlord's property. If Tenant or Tenant's family, guests, visitors or pets damage the unit or the property, Tenant will pay Landlord on demand the cost of such repairs.

**14. TENANT EXTENDED ABSENCE:** Tenant agrees to notify Landlord of Tenant's anticipated extended absence from the premises in excess of 7 (seven) days, no later than the first day of the extended absence. Tenant understands that Tenant is fully responsible for the unit and a pro rata share of the common area if preventable damage (including, but not limited to, water leaks, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime-in-progress, etc.) occurs during your extended absence. Tenant is fully liable for mold growth that occurs during an extended absence by you.

**15. TERMINATION ON SALE OF PREMISES:** Tenant has the option to terminate this Agreement in the event Landlord sells the property to an unaffiliated third party who does not elect to assume this Agreement, which termination shall require at least sixty (60) days prior written notice to Current Landlord and New Landlord. In such event, Tenant shall not be obligated to pay any termination fee or penalty as a result of such termination.

**16. LEASE TERMINATION PROVISION FOR MILITARY PERSONNEL:** In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the property is located, or is relieved from active duty, retires, or separates from the the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving sixty (60) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant agrees to pay prorated rent for any days occupying the dwelling past the first day of the month. The security deposit will be returned to the Tenant as provided in Section 1-D.

**17. TENANT ASSUMES RESPONSIBILITY FOR MAINTENANCE:** Except to the extent the Landlord is specifically responsible for maintenance under Section 13 of this Lease, Tenant shall maintain the premises, its surrounding walls, floor, ceiling, roof, exterior entrances, service areas, and all improvements therein and all appurtenances thereof in good order, condition and repair, making all needed maintenance, repairs and replacements, including, without limitation:

- A. Maintaining lighting, heating and plumbing fixtures and heating, ventilating and air conditioning equipment and systems, and the fire protection sprinkler system (if applicable) in good order, condition and repair making all needed maintenance, repairs and replacements.
- B. Making repairs and replacements as needed to storefronts, signs, moldings, mullions, frames, doors, hardware, partitions, walls, ceilings, floors, and fixtures.
- C. Keeping all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality.
- D. Keeping all pipes and drains inside or outside the premises clean and free of blockage and accumulation of hair, debris or waste of any kind emanating from the premises, and removing all such waste with proper traps approved by Landlord so as to prevent such waste from accumulating in any drains or pipes or being discharged through any drains or pipes into any system of pipes or sewers/septic systems located outside the premises.

- E. Making all repairs, alterations, additions or replacements to the premises required or recommended by any law, ordinance or regulation of any public authority or by fire underwriters or underwriters' fire prevention engineers, keeping the premises equipped with all safety appliances so required.
- F. Repainting and redecorating the premises and cleaning carpets at reasonable intervals.

**18. BATTERY OPERATED DEVICES:** Each apartment is equipped with smoke detectors and carbon monoxide detectors. Tenant will test the smoke detectors/carbon monoxide detectors within one hour after occupancy and inform Landlord immediately if detectors are not working properly. Tenant acknowledges the smoke detectors/carbon monoxide detectors are in working condition and Tenant agrees not to modify, remove, or destroy smoke detectors/carbon monoxide detectors. Tenant understands that smoke detectors/carbon monoxide detectors are battery operated devices and it is the responsibility of the Tenant to insure batteries are in operating condition at all times. If after checking operation and/or replacing batteries, any smoke detectors/carbon monoxide detectors do not operate or have no sound, Tenant must inform Landlord immediately in writing. Tenant is provided and must maintain a fire extinguisher in the unit.

**19. FILTERS:** If Tenant's unit has a heating and/or air conditioning filter, the Tenant must replace the filter(s) every 30 days. If Tenant fails to do so, Tenant agrees to reimburse Landlord for parts and labor to replace the filter(s) and/or costs to repair and professionally clean the heating and/or air conditioning unit.

**20. LANDSCAPING/YARD CARE:** Regular landscaping/yard care (mowing, edging, trimming, fertilizer, weed control) will be provided by Landlord.

- A. Tenant agrees to keep yards, walkways, patios, and decks clear and to keep premises free of junk and debris.
- B. Tenant accepts liability for all landscape damage and/or replacement of such, if caused by neglect or abuse.
- C. Tenant may plant the beds adjacent to their dwelling to their liking, but only with those plants that are of appropriate size and type for the beds. All plants brought or caused to be brought to the property by Tenant will be cared for by Tenant.
- D. Tenant agrees to not cut or prune trees, hedges and shrubs. This will be the Landlord's responsibility.
- E. Tenant agrees to properly dispose of all plant debris and agrees to not leave such on the property.
- F. Landlord will consider special Tenant requests for planting and removal of plants, shrubbery and trees, but reserves the right to determine the make-up of the landscaping.

**21. HOMEOWNER'S ASSOCIATION:** If the property has a HOA (Homeowner's Association), Tenant must obey the bylaws, rules, and regulations of the HOA, pay fines for HOA rules violations, and vacate the property if the rules and regulations are repeatedly violated.

**22. KEYS, GARAGES/GATES:** Tenant acknowledges receipt of \_\_\_\_\_ house keys, \_\_\_\_\_ front door keys, \_\_\_\_\_ back door keys, \_\_\_\_\_ garage door openers, \_\_\_\_\_ mailbox keys, \_\_\_\_\_ pool gate key, \_\_\_\_\_ other. If Tenant does not furnish the keys and controls upon vacating, Tenant agrees to pay the cost of re-keying the property, and/or the cost of any lost keys or controls furnished to Tenant as described in Section 30. **The Tenant will be charged daily rent until all keys are returned.**

**23. RENTER'S INSURANCE:** Tenant understands and agrees that Tenant's personal property is not insured by the Landlord. Generally, except under special circumstances, the Landlord is not legally responsible for losses to the Tenant's personal property or for Tenant's personal liability, and Landlord's insurance will not cover such losses or damages. Tenant agrees to save and hold Landlord harmless from any claim for damages to Tenant's personal property arising from any cause, including leakage from breaking plumbing, roofs, weather, unreported mold, or any other water damage. Tenant agrees to indemnify Landlord for liability arising from personal injuries or property damage caused by or permitted by Tenant, their guests and invitees. This includes injuries incurred in or around obvious areas of maintenance, repair or construction. If damages or injury to the Landlord's property is caused by Tenant or Tenant's guest, the Landlord's insurance company may have the right to sue the Tenant to recover payments made to the Landlord. This is referred to as "subrogation". In other words, after an insurance

company has paid a Landlord for damages you caused, the company may go after you for the full amount of money paid out. At the very least, Tenant will be expected to pay the Landlord's deductible on his insurance policy. Landlord advises Tenant to procure a renter's insurance policy for protection against personal property losses and liability claims. Landlord does not recommend any particular company. The cost of Tenant's insurance is reasonable considering the peace of mind, protection and financial security that insurance provides. Tenant agrees to purchase and maintain a renter's insurance policy for the entire term of the tenancy, including providing Landlord written copy or proof anytime upon request.

- 24. BREAK LEASE OPTION (BUY OUT):** In the event Tenant desires to terminate the Lease before the natural expiration date of the Lease, Tenant may cancel this Lease provided that all of the conditions below are fully satisfied to Landlord's personal satisfaction. Failure to fulfill all of the conditions to the Landlord's satisfaction will be considered a breach of this agreement.
- A. Written notice of termination must be received by Landlord not later than sixty (60) days prior to the proposed termination date. Rent must be paid through the termination date. Termination date must be the end of the month. No mid-month termination dates will be accepted.
  - B. Tenant agrees to pay \$\_\_\_\_\_ (an amount that does not exceed two month's rent) as liquidated damages or an early termination fee/lease buy out, if Tenant elects to terminate the rental agreement, and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.
  - C. Upon vacating the apartment, the unit must be left in its original condition, with normal wear and tear excepted.
- 25. PEST CONTROL:** Upon move-in, Tenant shall conduct a thorough inspection of the Property for pests. If Tenant fails to report ANY pest infestation and/or problems with the Property within ten (10) days, it shall be an acknowledgement by Tenant that the Property is in an acceptable and pest-free condition. Tenant agrees to take reasonable steps to prevent, control and report any signs of pests immediately to Landlord and that notification shall constitute Tenant's permission for the Landlord to enter the Property to inspect. Tenant agrees to inspect the Property and his/her personal property for signs of pests on a routine basis. Landlord agrees to inspect the Property prior to renting the Property for pests and to pre-treat the home in the event that any pests are detected. In the event that pests or vermin are detected in the Property and reported by the Tenant, Landlord agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the Landlord's right to use staff to remedy the situation. Landlord agrees to provide the first treatment at no cost to Tenant, unless there is evidence that Tenant and/or Tenant's guests created the environment that could have or actually did create the pest problem. Landlord agrees to take all reasonable steps to address any identified pest issue. Upon the discovery of any pest issue, Landlord shall provide a 48 hours prior written notice delivered either to the Tenant, posted to the door, or electronically to the Tenant for treatment. Tenant agrees to prepare the Property and their personal property for any pest control treatment. Tenant further agrees to comply with all recommendations and requests from management and pest control specialists prior to the professional treatment including but not limited to: placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis. Tenant agrees that they will not knowingly or negligently bring any items into the Property that may be infested with pests or create any condition that would cause pest issues. Tenant agrees to keep the home in a clean and debris free condition. Tenant agrees to pay for any treatment in excess of the the first treatment and that the amount is due and owing as rent and payable on or before the next rental due date. If Tenant does not have Property properly prepared for the initial treatment, the Tenant agrees to be liable for that service fee. Tenant agrees that breach of any of these obligations will constitute a breach of the Lease Agreement and may result in an eviction action and/or claim for the damages incurred by Landlord. Tenant acknowledges that the execution of this policy does not guarantee or warrant a pest-free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the terms of this policy is largely dependent upon Tenant's voluntary compliance and cooperation. If bed bugs are discovered in the Property or in a surrounding Property, the Tenant agrees to comply with additional steps including but not limited to any protocol provided by the pest control company.

Tenant acknowledges that the Landlord is not the insurer of Tenant's property and is encouraged to have renter's insurance to cover any losses. Landlord shall not be liable to Tenant for any damage caused by pests, including, but not limited to, replacement of furniture, medications or medical expenses. Landlord shall not be liable to Tenant for any damage caused to Tenant's personal property during pest control treatments or inspections, unless the damage arises from Landlord's gross negligence. Landlord and its agents shall not be liable to Tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue. Furthermore, the Tenant agrees to indemnify and hold harmless the Landlord and its agents from any claims, including attorney fees, which the Tenant may incur as a result of the negligent or intentional acts of the Tenant or their guests. Tenant may be liable for failing to comply with this policy.

- 26. HOME BASED BUSINESSES:** Tenant is responsible for obtaining the necessary permissions, licenses, and insurance to run a home-based business. Tenant is responsible for any damages to third parties arising from the conduct of Tenant's business. The business is required to comply with and is subject to inspection by the appropriate city, county, state or federal agency, office or department for compliance with applicable laws, codes, regulations, and requirements. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the premises. Advertising or flyers of any kind may not be posted or distributed in the property or placed or posted by the mail boxes. All other terms of this Lease apply to this policy.
- 27. STORAGE:** Other than that provided within your specific apartment/trailer/house, no Tenant shall store any belongings in any other area of the property. Any other area of the property is reserved for Landlord use only. Failure to comply may result in termination of your Lease.
- 28. RENTING SITE UNSEEN:** Landlord will do their best to adequately describe any of our rental units to you; however, Tenants are strongly encouraged to personally preview their accommodations before signing a Lease. Should the Tenant decide to rent a Property site unseen, the Landlord will not be held responsible for any misinterpretations or problems that would have been avoided had the Tenant personally inspected the Property prior to the execution of the Lease. Landlord makes no warranties as to the description of the property. NO REFUNDS AND NO SUBSTITUTIONS WILL BE CONSIDERED.
- 29. APPLIANCE MAINTENANCE:** The Tenant is responsible for the proper use and maintenance of all appliances. The Tenant will be charged for service calls resulting from misuse or failure to check something obvious such as being plugged in, tripped circuit breaker or reset button, etc. The Landlord will not be responsible for maintaining "convenience" items such as ice makers, microwave ovens, washing machines and dryers, etc. However, Tenant will be charged for any repairs due to Tenant's negligence or misuse.
- 30. FEES/VIOLATIONS:** Tenant agrees to pay fees contained in this addendum per occurrence. The imposition of fees does not waive any right(s) to enforce the Lease. The imposition of said fees are to compensate Landlord for the added time, burden and expense of having to manage the property under the particular circumstances covered by the fee. Nothing in this section shall preclude or release the Tenant from having to pay damages. All fees owed shall be deemed additional "rent" in addition to the monthly installment rent; due and payable on the 1st day of the month. Failure to pay added rent subjects Tenant to eviction for nonpayment of rent. If any description of a fee contained below contradicts with or varies from a lease provision, the lease provision prevails. Unless specifically stated otherwise, all violations will incur a fifty dollar (\$50.00) fee per occurrence.
- A. Turn utilities back on (after Tenant vacates)
  - B. Tenant's failure to put utility in Tenant's name within 24 hours of occupancy
  - C. Changing locks upon Tenant request or necessity
  - D. Making copies of keys
  - E. Unlocking Property because Tenant is "locked out"
  - F. Tenant Requested Maintenance Inspection (where the repair was caused by negligence of Tenant or cosmetic only)
  - G. Marketing Fee (where Landlord markets residence to re-rent on Tenant's behalf)
  - H. Smoking Violation Fee
  - I. Pet Policy Violation

- J. Non-Returned Keys (for not returning on vacate date)
- K. Subletting Violation - if you rent the unit to another person

- 31. DUCT CLEANING:** Tenant agrees to maintain, repair, and clean any ducts within the unit. This will help prevent dust and/or mold build up, thus maintaining the ducts and keeping them operational. Maintenance fees may be incurred by Tenant if periodic cleaning is not performed.
- 32. PLUMBING:** Tenant shall not flush cigarettes, sanitary napkins, disposable diapers, or other inorganic materials down the toilet. Do not put kitchen grease down the drain or toilet. Do not put gasoline, oil, antifreeze, paint, paint thinner, pesticides, etc. down the drain or toilet. Tenant will be responsible for the cost of any damage or fees charged for removal and/or repairs of the plumbing system if this condition and term is not honored by the Tenant. Tenant shall not use chemicals or cleaning products that will take the finish off the plumbing fixtures. Tenant shall not use chemicals inside toilet tank. If Tenant does not honor this then Tenant shall bear the cost of replacing any damaged fixtures.
- 33. CHANGING LOCKS:** Tenant will not add or in any way alter or change the locks or keying to any doors within the Property. Landlord will change locks only when there is a maintenance issue or when there is Tenant turnover. Requests to change the locks will incur a fee as described in the Fees/Violations section (Section 30) of this Agreement.
- 34. PLAY STRUCTURES, TRAMPOLINES, POOLS, AND OTHER LARGE OUTDOOR EQUIPMENT:** Tenant agrees to not install, or remove if already installed, any play equipment, trampolines, pools, or other large outdoor equipment that anyone, especially children, may injure themselves on. There are many parks in the area to enjoy those kinds of activities away from the Property.
- 35. ROOMMATES:** The Tenant must give the Landlord a minimum of fifteen (15) days written notice when a roommate is either being added to or released from the Lease Agreement. New roommates must submit an application online and pay the application fee online. If approved, the Landlord will prepare, and the new roommate, departing roommate, along with the current roommate(s), must sign a Roommate Addendum to the Lease Agreement. Failure to sign the Roommate Addendum does not release any of the original Tenant(s) from their obligations and rents due under the Lease Agreement.
- 36. AS-IS APPLIANCES:** Tenant agrees that the unit has appliances in as-is condition, where the appliances are in good, working order and are functioning properly. Tenant agrees to notify Landlord within 72 hours of occupancy to report any appliances not working properly. Landlord expresses no warranty as to the longevity and remaining life of the appliances within the apartment unit.
- 37. ABANDONMENT:** Once the Tenant fulfills all the requirements of the Lease Agreement, and leaves the keys with the Landlord, the Tenant is considered to have vacated and abandoned the Property. Upon regaining legal possession of the Property, the Landlord may take, dispose of, or otherwise remove the Tenant's personal property without incurring any liability to the Tenant or any other person. To dispose of the Tenant's property, the Landlord shall give written notice to the Tenant that shall be Posted in a conspicuous place on the Property, sent by email, and/or sent by first-class mail with a certificate of mailing, which provides a receipt of the date of mailing, in an envelope endorsed "Please Forward", addressed and mailed to the Tenant at the leased property, any post office box held by the Tenant and known to the Landlord, and the most recent forwarding address if provided by the Tenant or known to the Landlord.
- 38. FIREPLACES:** If there is a functioning fireplace on the property, it is there for the Tenant's use. Before starting the fire, be sure to open the damper. Close the damper securely only when the fire is completely out and ashes are cold. If smoke is coming out of the fireplace into the room, put out the fire immediately and vent the house. Use hard woods, such as oak or mesquite rather than soft woods like pine, cedar, fir, or redwood. Soft woods cause sparks and build up of creosote. Never use firestarters such as lighter fluid, kerosene, or gasoline. Never burn trash or Christmas trees in the fireplace. Always use a log grate. It positions the fire properly and ensures a good



flow of combustible air to and around the fire. Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. Do not overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire. Use a fireplace screen at all times to prevent damage to the flooring and to reduce the possibility of a fire in the room. Never leave the fire unattended or with unattended children. Always use a metal ash container for the removal of coals and ashes and be sure the coals are cold. Never put hot or warm coals in a garbage can, paper bag, or any flammable container. Do not stick firewood next to the house, any building or fence. Doing so promotes the infestation of wood destroying insects. Tenant is responsible for having the fireplace and chimney inspected, and if necessary, cleaned by a certified chimney sweep when you move out.

**39. VACATING THE PREMISES:** Landlord will make an inspection of the property when all personal belongings have been removed, when all cleaning has been completed, when all keys have been returned, and when you have no further need to access the unit for any reason. When keys are returned, Tenant relinquishes all rights and privileges granted under the Lease Agreement and returns possession to the Landlord for any and all purposes. Landlord may assume that the condition of the unit at that time is the condition in which the Tenant intended to leave it. Tenant agrees to contact Landlord with the date the property will be vacated, but not less than sixty (60) days prior to the lease end date. The property must be vacated and ready for occupancy by noon on the last day of the lease. All belongings must be removed, all garbage disposed of, and all cleaning completed at the time of move out. Any and all charges resulting from a delay in new tenants moving in will be charged to Tenant. The following charges will apply for services that must be performed.

- A. **Cleaning** - A minimum supervisory charge of \$75.00 will apply for any cleaning or trash removal that must be done. Tenant will be charged an additional \$50.00 per man hour and/or the actual cost of a professional cleaning service hired by Landlord to clean the property.
- B. **Steam Cleaning Carpets** - Landlord will charge Tenant \$200.00 for a one bedroom and \$75.00 for each additional bedroom or room to have carpets cleaned. Tenant has the option of having the carpets professionally steam cleaned. However, Tenant must provide Landlord with a valid receipt from a professional steam cleaning service on the date of move out to validate that cleaning was done as prescribed.
- C. **Painting/Patching** - A minimum charge of \$60.00 will apply for any painting or patching work that must be done with an additional charge of \$50.00 per man hour after the first hour.
- D. **Trash Removal** - Tenant will be charged a trash removal fee of \$100.00 for all garbage and other items that remain on the premises at the time of move out.

**40. GARBAGE FEES:** Tenant is responsible for all associated garbage fees and agrees to apply for garbage service prior to moving in to premises. Any and all garbage fees paid by Landlord on behalf of Tenant as may be required by City Ordinance or Service Provider shall be reimbursed by Tenant immediately upon notification by Landlord unless specifically identified in Section 2-A.

**41. UTILITIES:** Tenant is responsible for gas, electric, water, and any other utilities charges related to the property, unless those specified by Landlord in Section 2-A. In the case of multiple units served off of one meter where the Landlord is paying utilities as described in Section 2-A, actual usage will be determined by totalling individual meter statement or a prorated square footage basis.

**42. SNOW & ICE REMOVAL:** Tenant is responsible for the removal of any snow and/or ice from any and all sidewalks, stairs, ramps, porches, parking areas, etc. Landlord assumes no liability for injury should the property not be properly cleared of all snow and/or ice due to the Tenant's negligence in timely removal of snow and/or ice.

**43. ADVANCE RENT PAYMENTS:** Tenant agrees that any and all advance payments of rents shall be applied towards the total sum of the lease and that refunds of rent overpayments will only occur after fully satisfying the total lease amount due and all other charges as described in the Lease Agreement.

**44. PARKING:** Tenant is granted use of \_\_\_\_\_ assigned parking space(s) corresponding to the apartment number Tenant is renting. Tenant's vehicle must be properly maintained and registered. Maintenance of vehicle is strictly prohibited on the premises. Landlord shall not be responsible for any damage to or theft of Tenant's vehicle, or

anything left in said vehicle. Any such liability, if any, being hereby expressly released by the Tenant. Visitors are prohibited from parking in assigned parking space(s).

I agree fully to the Terms and Conditions set forth by Pickrell Properties, LLC and will notify the Landlord immediately of any violation of the terms and conditions described herein.

In testimony Whereof, the said Landlord and Tenant(s) have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
LANDLORD (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
EMAIL & PHONE NUMBER

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
EMAIL & PHONE NUMBER

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
EMAIL & PHONE NUMBER

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
EMAIL & PHONE NUMBER

**PICKRELL PROPERTIES, LLC**  
**NO SMOKING/NO VAPING ADDENDUM TO LEASE AGREEMENT**

Reference is hereby made to a lease ("Lease") by and between, the Tenant, including all members of Tenant's family or household ("Tenant"), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

**PURPOSE:** Tenant acknowledges the following: smoking increases the risk of fire; smoking/vaping is likely to damage Tenant's house/apartment/trailer/condo; secondhand smoke/vapor is likely to drift from one apartment to another; exposure to secondhand smoke/vapor causes adverse health outcomes.

**DEFINITIONS:** Smoking/vaping shall include the inhaling, exhaling, breathing, carrying, or possession of any lit cigarette, cigar, pipe, e-cigarette, other product containing any amount of tobacco, or other similar lit product. The term Landlord shall include property owners and property managers.

**NO SMOKING/NO VAPING RULE:** No Tenant shall smoke, vape, nor permit anyone to smoke or vape, in the Tenant's residence. Smoking/vaping shall be prohibited throughout the entire property, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

**DESIGNATED SMOKING AREA:** The foregoing rule notwithstanding, the Landlord may designate an area for smoking/vaping, provided the designated area is located outside of, and at a minimum twenty (20) feet away from, any building or other location where secondhand smoke/vapor might drift back into the building. Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term.

**COMPLIANCE:** Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant's guests of the no smoking/vaping rule. Tenant shall promptly give Landlord notice of any incident of smoking/vaping or migrating secondhand smoke/vapor.

**THIRD-PARTY BENEFICIARIES:** Tenant agrees that other Tenants at the property are the third-party beneficiaries of this No Smoking/No Vaping Addendum and, accordingly, a Tenant has the right to sue another Tenant for an injunction to prohibit smoking/vaping or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

**DISCLAIMER:** Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking/no vaping rule shall not make the Landlord a guarantor of Tenant's health or of the smoke-free condition of the Tenant's premises and/or common areas; b) the adoption and/or enforcement of the no smoking/no vaping rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking/no vaping rule is dependent in significant part on the compliance by the Tenant and the Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

**EFFECT ON CURRENT TENANTS:** Tenant acknowledges that current Tenants residing in the complex under a prior lease, if any, will not be immediately required to cease smoking/vaping within their apartments/house/trailer/condo. As current Tenants move out or have their leases renewed, the smoke-free/vapor-free policy will become effective for their apartments.

In testimony Whereof, the said Landlord and Tenant have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
LANDLORD (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

**PICKRELL PROPERTIES, LLC**

## AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBIT (ACH DEBIT)

Tenant acknowledges and authorizes PICKRELL PROPERTIES to initiate an electronic debit or to create and process a demand draft against Tenant's bank account(s) according to the terms outlined below. Tenant acknowledges that the origination of ACH transactions to Tenant's account(s) must comply with the provisions of United States law.

**TERMS OF BILLING:** Starting on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and on the FIRST DAY of each month following through the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

**BANK INFORMATION: Please attach a voided check for your account to this authorization.**

Bank ABA/Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Bank Account Type (circle one)    Checking    Savings    Business Checking    Business Savings

This payment authorization is to remain in full force and effect until the Tenant notifies PICKRELL PROPERTIES of its cancellation by sending written notice in such time and in such manner to allow both PICKRELL PROPERTIES and the receiving financial institution a reasonable opportunity to act on it.

\_\_\_\_\_  
TENANT NAME (Print Name)

\_\_\_\_\_  
TENANT NAME (Print Name)

\_\_\_\_\_  
TENANT SIGNATURE (Sign Name)

\_\_\_\_\_  
TENANT SIGNATURE (Sign Name)

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
TENANT NAME (Print Name)

\_\_\_\_\_  
TENANT NAME (Print Name)

\_\_\_\_\_  
TENANT SIGNATURE (Sign Name)

\_\_\_\_\_  
TENANT SIGNATURE (Sign Name)

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

**PICKRELL PROPERTIES, LLC**  
**MONTH-TO-MONTH ADDENDUM TO LEASE AGREEMENT**

This Month-to-Month Addendum is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **PICKRELL PROPERTIES, LLC**, hereinafter called Landlord, and \_\_\_\_\_, hereinafter called Tenant.

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

WHEREAS, the Landlord and Tenant fully intend to be bound by this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

1. The lease agreement will be extended on a month-to-month basis after the expiration of the original lease term, upon the same terms and conditions as contained in the lease agreement, except for those provisions contained in this Addendum, unless new lease terms are agreed to in writing prior to the expiration of the original lease term.
2. The Landlord and/or Tenant may terminate this month-to-month tenancy by giving the other party written notice of termination at least sixty (60) days prior to the next rent due date.
3. During any month-to-month tenancy, the parties agree that rent payable under the lease agreement shall be increased by \_\_\_\_\_ (\$\_\_\_\_\_) per month making the total amount of rent due each month \$\_\_\_\_\_.
4. Every six (6) months, the monthly rent payable will increase by the amount described in #3. (Example: Original lease amount = \$600. Lease expires and tenant chooses month-to-month instead of signing a 12-month lease. Assuming a \$50 increase from #3, the new lease amount for month-to-month months 1-6 would be \$650. After the first six-month period, and each six-month period thereafter, the lease will increase by \$50. The new lease amount for the second six-month term (months 7-12) would be \$700, then \$750, \$800, etc.)

\_\_\_\_\_  
LANDLORD (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

\_\_\_\_\_  
TENANT (Print & Sign Name)

**PICKRELL PROPERTIES, LLC**  
**GARAGE/COVERED PARKING/STORAGE UNIT ADDENDUM TO LEASE AGREEMENT**

This legal binding contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
**PICKRELL PROPERTIES, LLC**, hereinafter called Landlord, and \_\_\_\_\_  
\_\_\_\_\_, hereinafter called Tenant.

1. **GARAGE, COVERED PARKING, OR STORAGE:** Tenant is entitled to exclusive possession of Garage Space Number(s) \_\_\_\_\_ with a monthly rent of \_\_\_\_\_, Covered Parking Space Number(s) \_\_\_\_\_ with a monthly rent of \_\_\_\_\_, Storage Space Number(s) \_\_\_\_\_ with a monthly rent of \_\_\_\_\_.
2. **TERM:** The lease term for the garage/covered parking/storage unit shall commence at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Your rental payment is due on the first of each month. Late charges will apply as stated in the lease. Non-payment of rent will terminate rights of possession by the Tenant with a 3-day notice from management.
3. **USE RESTRICTIONS:** Garage, covered parking, or storage unit may be used for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, covered parking, or storage unit. Persons not listed as a resident or occupant in the lease may use the areas covered by this addendum. No plants may be grown in such areas.
4. **NO DANGEROUS ITEMS:** Items may not be stored that pose an environmental hazard, a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. Landlord may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow the fumes to escape.
5. **NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS:** No smoke, fire, or carbon monoxide detectors will be furnished by Landlord unless required by law.
6. **GARAGE DOOR OPENER:** If an enclosed garage is furnished, Tenant will be provided with a garage door opener, if available. Tenant will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door opener without our prior written consent.
7. **SECURITY:** Landlord will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
8. **NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS:** Locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. Tenant may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage, not caused by Landlord or our representatives, to areas covered by this addendum, will be paid for by Tenant.
9. **INSURANCE AND LOSS/DAMAGE TO TENANT PROPERTY:** Any area covered by this addendum is accepted by Tenant "as-is." Tenant will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. Landlord will have no responsibility for loss or damage to vehicles or

other property parked or stored in a garage, covered parking, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Landlord is not responsible for pest control in such areas.

**10. COMPLIANCE:** Landlord may periodically open and enter garages and storage units to ensure compliance with this addendum.

**11. ABANDONED ITEMS:** After the term of garage rental/storage use is complete, any items left in the garage or storage unit or on the premises shall be deemed abandoned and Landlord may remove, sell, or otherwise dispose of all personal or real property therein.

LANDLORD	DATE
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TENANT	DATE
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TENANT	DATE
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TENANT	DATE
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TENANT	DATE
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## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

## 1. LEAD WARNING STATEMENT

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



and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

## 2. LANDLORD'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

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

(b) Records and reports available to the landlord (check one below)

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

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

### 3. TENANT'S ACKNOWLEDGEMENT

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

\_\_\_\_\_ Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

#### 4. BROKER'S ACKNOWLEDGEMENT

\_\_\_\_\_ Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

## 5. CERTIFICATION OF ACCURACY

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

LANDLORD

DATE \_\_\_\_\_

TENANT

DATE \_\_\_\_\_

TENANT

DATE \_\_\_\_\_

TENANT

DATE \_\_\_\_\_

TENANT

DATE \_\_\_\_\_

BROKER

DATE \_\_\_\_\_