

# Residential Lease Agreement for Atlanta, GA

THIS RESIDENTIAL LEASE AGREEMENT ("Lease") is made as of the Effective Date between Landlord and Resident(s). Landlord leases to Resident(s), and Resident(s) leases from Landlord for the initial term beginning on the Lease Start Date and ending on the Lease End Date, the Premises as set forth and in accordance with the terms and conditions below, including any Addendum attached to this Lease.

<b>Parties</b>	Landlord (also known as Property Owner): <b>Brad Bellflower</b> (hereinafter referred to as "Landlord") Resident: <b>G.M. Bluth, Ann Veal</b> , (hereinafter collectively referred to as "Resident") Resident along with the following other Occupants: <b>None</b> being all the allowed and authorized Residents and Occupants of the Premises.
<b>Premises</b>	<b>11 Perimeter Center E, 1416, Atlanta, GA 30346</b> (herein referred to as the "Premises")
<b>Rent</b>	<b>\$1,200 per month</b>
<b>Additional Rent and Fees</b>	<b>Garage/Carport/Parking/Storage Unit: \$100.00/month</b> <b>Washer/Dryer: \$0.00/month</b> <b>Pet Fee: \$25.00</b> <b>Late Fee: \$60.00</b> <b>Utility transfer: \$50.00/OneTime</b>
<b>Security Deposit Amount</b>	<b>\$1,200.00</b>
<b>Term</b>	Lease Start Date: <b>05/27/2020</b> Lease End Date: <b>05/31/2021</b>
<b>Effective Date</b>	<b>5/27/2020</b>
<b>Lease Term</b>	The Term of this Lease shall commence on Lease Start Date and end on the Lease End Date. Landlord shall not be liable for any damages in the event the Premises are not available for occupancy on the Lease Start Date.
<b>Automatic Renewal</b>	This Lease will automatically renew on a month-to-month basis unless written notice of termination is given by either party as required by this Lease. In the event this Lease

extends beyond the Term on a month-to-month tenancy, such tenancy shall then terminate only on the monthly anniversary

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#### Lease Termination

Except for automatic month-to-month renewals described above, any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Resident and Landlord. Oral move-out notices will not be accepted and will not terminate the Lease. It is Resident's responsibility to ensure Landlord has received a written notice to terminate the Lease or vacate the Premises.

Either party may terminate this Lease at the end of the initial Lease term by notifying the other party in writing at least thirty (30) days prior the Lease End Date. A written notice given by either party less than thirty (30) days before, but prior to, the Lease End Date will be effective thirty (30) days from the day the written notice is given.

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#### Rental Payment

Resident shall pay total Monthly Rent on or before the **1st day of each month** by 5:00 p.m. local time without demand or notice by Landlord. Resident shall pay all sums under this Lease when due with a **5 day grace period**, and Landlord may demand any sum due under this Lease on the date it is due. Resident shall pay all amounts due under this Lease by the following methods, or at such other place or in some other manner as Landlord may designate in writing:

- **Online Rent Payments with Apartments.com**

If this Lease starts on a date other than the first day of any month, the rent for the partial month shall be computed based upon a daily rate, which shall be calculated by dividing the total monthly rent by the number of days in the applicable month and shall be due upon execution of the Lease. If at any time any prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this Section. Resident waives all rights to deduct or offset any sums from rent, whether such rights exist now, or arise after the Lease Start Date except as may be expressly permitted by applicable law. Notwithstanding the foregoing, nothing herein or elsewhere in the Lease shall be deemed to constitute a waiver of any right or remedy provided to Resident by applicable law, which right or remedy may not be waived pursuant to such applicable law.

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#### Late Charges

If Landlord has not received the total monthly rent from Resident for any given month on or before the date of the month such rent is due, subject to any grace period, Resident shall owe and pay a late charge as follows: **\$60.00**. Payments received at any time after the office is closed for the day or on a holiday or other day when Landlord's office is not open for business will not be credited to Resident's account until the next business day, and a late fee may be incurred. Electronic payments will be credited to Resident's account at the time that electronic transfer is initiated. Time is of the essence with respect to all payments under this Lease.

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**Returned Checks/ Electronic** In the event any rent check or any other check written by Resident or any direct debit,

## Payment

ACH, or other electronic payment made by Resident is dishonored, returned, or rejected by the bank or is otherwise unsuccessful, Resident shall pay the landlord a service charge in the amount of **\$30.00** in addition to the amount of the check or payment, any late charges, and any other amounts owed. Dishonored, returned, rejected, or unsuccessful checks, direct debits, ACH transactions, or other electronic payments shall be redeemed only by cashier's check, certified check or money order. Dishonored check(s) are any checks that are dishonored or not paid upon presentment for any reason. If Resident tenders to Landlord two or more dishonored checks, Resident shall without notice, demand, or request make all further payments to Landlord in certified funds (cashier's check, certified check or money order). Nothing in this Lease shall constitute a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages or repossession of the Premises for non-payment of any installment of rent when and as the same becomes due and payable.

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## Security Deposit

Resident agrees to pay a Security Deposit equal to **\$1,200.00** on/or before signing of this Lease. Any sums due or owing by Resident to Landlord may at any time be deducted from said Security Deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the Security Deposit within five (5) days after notice of any such deduction is given and Resident may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy.

Resident's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit. Resident remains liable for and shall promptly pay Landlord all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages or repairs. Upon vacating for any reason, if Resident does not leave the Premises in as good of condition as when received by Resident from Landlord, normal wear and tear excepted, Landlord may apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. Landlord shall, within 30 days after termination of this Lease or surrender and acceptance of the Premises, whichever occurs last, mail via first-class mail to Resident at Resident's last known address a written statement listing the damages to the premises supporting any deductions against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to Resident, unless Resident has timely requested Landlord provide the list of damages within five (5) days of termination of this Lease or surrender and acceptance of the Premises. To the extent that such notice sets forth any balance due to Landlord after the Security Deposit has been fully applied, Resident shall have thirty (30) days to pay such amount to Landlord (in the same manner permitted for the payment of rent), after which such balance shall bear interest at the rate of 5% per annum. Prior to vacating, Resident shall provide in writing to Landlord and the U.S. Postal Service each Resident's individual forwarding or new address. Resident agrees that any change of forwarding or new address provided by Resident to Landlord shall only bind Landlord if received by Landlord. If more than one person signed this Lease, Landlord may issue one check for the Security Deposit refund payable jointly to all Residents and mail such check to any last known, forwarding, or new address of any Resident.

In the event of a sale of the Premises by Landlord, Landlord has the right to transfer the Lease and to transfer the Security Deposit to the purchaser, transferee or buyer for the benefit of Resident. After such sale and providing Resident with written notice of the transfer of the Security Deposit as required by law, Landlord shall be considered released

by Resident from all liability for the return of the Security Deposit.

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## Premises Condition

Resident has the right to inspect the Premises prior to signing this Lease and Resident agrees that Resident has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this Lease. By signing this Lease, Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged in writing by Landlord. By taking possession of the Premises, Resident agrees and evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good-working condition and that any exception has been or will be delivered to Landlord in writing within 48 hours of taking of possession of the Premises. Except as prohibited by law, Landlord makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Lease (excepting normal wear and tear). Resident will return the Premises to the Landlord in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Landlord, which permission may be withheld for any or no reason. Resident agrees to keep the Premises free from clutter and in a clean condition, including ensuring that the Premises are not a fire or safety hazard. If Landlord determines, in its sole discretion, that the Premises is unclean, too cluttered, or a fire or safety hazard, Resident agrees to remedy the problems with appropriate notice.

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## Utilities

Unless expressly stated below, all utility services including, without limitation, electric, gas, water, sewer and garbage collection shall be provided to the Premises at Resident's expense and paid for by Resident. Such utilities may be billed to Resident on a separate metering and/or billing basis either directly from the utility provider or on a square footage or other billing basis as decided by Landlord. Landlord may modify the method by which utilities are furnished to the Premises and/or billed to Resident during the term of this Lease including, but not limited to, metering of the Premises for certain utility services or billing Resident for utilities previously included within the rent.

Resident must transfer utilities to the name of Resident on or before the move-in date and remains responsible for all utilities throughout the term of the Lease. Resident shall be assessed a utility transfer fee of **\$0.00 per utility** which is not transferred to Resident's name by date of move-in or is removed from Resident's name before the end of this Lease. Resident agrees to pay all utility charges assessed by utility companies (or Landlord in the case of utilities billed to Resident by Landlord) in connection with the use of all utility services provided to the Premises during the term of this Lease, as such term may be extended, or the period of occupancy of the Premises by the Resident, whichever is longer. The utility charges include, without limitation, usage fees and assessments, utility deposits, late fees, transfer fees, and disconnect fees. If Resident fails to pay any utility charges, and Landlord is assessed by the utility company for such charges, then Landlord may pay these utility charges to such utility company and subtract a like amount from Resident's Security Deposit, make an immediate demand for payment and expect immediate reimbursement

from Resident.

Landlord agrees to provide and pay for the following utilities free of charge to Resident:

**Water, Sewer**

If Landlord provides cable TV at the Premises, Landlord may change the cable channels or services provided, including discontinuing such service, at Landlord's sole discretion, during the Lease Term.

Except for any utilities provided by Landlord, Resident shall maintain utilities services to the Premises at all times throughout the term of this Lease. Landlord shall not be liable for any interruption or failure of utility services required to be furnished by Landlord to the Premises (if any) or any damages directly or proximately caused thereby, the only obligation of Landlord being reasonable diligence in its efforts to restore such services.

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**Use/Occupancy**

Resident agrees that the Premises are to be used and occupied by Resident and other approved Occupants solely as a private residence in compliance with all local ordinances and laws, not for any unlawful purpose, and not for any other purpose, including any business purpose. Conducting any kind of business in the Premises is prohibited. Resident and Resident's Occupants and guests shall not sell or solicit for sale anything out of or on the Premises. Except as provided by law, Landlord may exclude or prohibit from the Premises any former residents who were evicted or breached their lease, or any guests or others who, in Landlord's reasonable judgment, have been violating the law, violating this Lease, or disturbing, annoying, or threatening other residents, neighbors, visitors, or Landlord, or its employees and agents. Resident agrees not to permit, commit, or cause any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance about the Premises, and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others. Occupancy by guests remaining over [ten (10)] cumulative days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Landlord.

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**Conduct and Criminal Activities**

Resident and Resident's Occupants and guests shall not engage in, commit, facilitate, or permit unlawful or criminal activities whether or not such unlawful activities occur in, near, or, about the Premises. Resident shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Landlord to be in violation of the same. Resident agrees that the conduct of Resident and Resident's Occupants and guests shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident is responsible for the actions of its guests, Occupants, invitees, and others on the Premises due to Resident. Resident shall be liable to Landlord for any damages to the Premises regardless of who caused the damage unless specifically caused by Landlord or Landlord's actions or inactions as described herein. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The commission of a criminal act by any Resident or Occupant of the Premises, whether occurring on the Premises or otherwise, shall be considered a default of this Lease. The commission of a criminal act by a guest or invitee of any Resident or occupant of the Premises while on the Premises shall be considered a default of this Lease by Resident. Criminal activity

includes, but is not limited to, any violent criminal activity or drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession of a controlled substance or marijuana under state or federal law. Violation of this provision or if Landlord has reasonable cause to believe that Resident has violated this provision constitutes material non-compliance with the terms of this Lease. Notwithstanding any other provision in this Lease, such violation may be grounds for Resident's eviction. Resident's failure to disclose any criminal conviction, including but not limited to past criminal convictions, or Resident's registration of the address of the Premises on any list of registered sex offenders or similar list or compilation is a breach of this Section and this Lease. Because Resident and Landlord agree that a violation of this Section constitutes a substantial, material, incurable breach of this Lease, Resident waives any and all legal rights of any kind to claim or insist that Landlord must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Premises unless otherwise required by applicable law. Upon any violation of this Section by Resident, Landlord may terminate Resident's right to occupancy without terminating the Lease or Resident's obligation to pay rent as set forth in the Lease. Unless required by law, Landlord shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession.

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#### **Rules and Regulations**

Landlord has established certain rules and regulations with respect to the Community and the Premises ("Rules and Regulations"). Some of these Rules and Regulations appear in this Lease and others may be delivered to Resident or posted in recreational, storage, service, and amenity areas. Failure to adhere to Rules and Regulations, by Resident or any Occupants or guests or invitees will constitute a material breach of this Lease.

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#### **Compliance with Rules and Regulations**

You agree and understand that additional Rules and Regulations may be established by Landlord at any time during the initial or a renewal term. Such additional Rules and Regulations shall be effective after being delivered to Resident or otherwise conspicuously posted in the Community or Premises.

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#### **Maintenance and Repairs**

In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Landlord's representatives immediately. Landlord shall act with diligence in making repairs; the Lease shall continue, and rent shall not abate during such periods. Resident may not hire or allow any third party to perform work on the Premises without Landlord's prior written approval (or as allowed by law). Resident is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Resident is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, Occupants, animals, guests or others. Resident shall indemnify Landlord from any liability to any third party. Landlord may assess costs for damages when they occur. Resident shall use reasonable diligence in care of the Premises and shall maintain the Premises in a safe and sanitary condition, including but not limited



to, the timely and proper disposal of all garbage and maintaining a reasonable temperature in the Premises. Resident will be responsible for any damage to the Premises caused by Resident, Occupants or Resident's guests. No alterations, additions or improvements shall be made to the Premises without the prior written consent of the Landlord, which consent may be withheld for any or no reason. If such changes have been made by Resident without Landlord's consent, Resident will be responsible for the restoration of the Premises to its original condition on or before move-out. Resident agrees to notify Landlord immediately if any part of the Premises is in need of maintenance or repair.

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### **Security**

Landlord does not promise or in any way guarantee the safety or security of Resident or Resident's guests or Occupants person or property against the criminal actions of other residents or third parties. Landlord has no obligation to run criminal background checks on any other resident or occupant of the property. Resident acknowledges that he/she has the responsibility at all times to take reasonable safety precautions to protect himself or herself and their property from crime at the Premises and to contact the appropriate law enforcement agency in the event of a crime. Resident agrees to promptly notify Landlord in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, and any other security-related device. Resident and Resident's guests acknowledge that no representations or warranties, either express or implied, have been made regarding the Premises or community being free from or having low rates of crime or as to any security or any security system at the Premises. Resident acknowledges that the foregoing shall also be binding upon Resident's guests, heirs, successors and assigns.

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### **Surrender of Premises**

The Premises will have been surrendered on the date that Resident delivers possession of the Premises to Landlord and removes all personal property and possessions, the Premises is not occupied by any persons, and all keys and access devices have been turned in to the Landlord at the location designated by Landlord or where rent is paid.

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### **Abandonment**

The Premises will have been considered abandoned when, in Landlord's reasonable judgment: (1) all Residents and Occupants appear to have moved out; (2) clothes, furniture, and personal belongings have been substantially removed from the Premises; and (3) the Premises has been vacant for five (5) consecutive days while the rent is due and unpaid. The Premises is also considered abandoned on the tenth (10th) day after the death of a sole Resident. Surrender or abandonment ends Resident's right of occupancy and possession for all purposes but does not discontinue Resident's obligation under the Lease unless Landlord so agrees in writing.

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### **Actions After Surrender or Abandonment**

After the surrender or abandonment of the Premises, Landlord shall have right, without notice, to replace the locks at the Premises, remove or store any personal property left at the Premises, and re-lease the Premises. Landlord may take all of the above actions without a judgment for possession, writ of restitution or other similar order of the court, and shall have no liability for any such actions.

**Casualty and Condemnation** Resident shall immediately notify Landlord in the event of damage to the Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing or electrical wiring malfunctions. If the damages are such that occupancy can be continued, in Landlord's opinion, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Landlord's opinion, the Premises are damaged as to be unfit for occupancy, and Landlord elects to make repairs and the damage was not caused by Resident's negligence or intentional conduct (or the negligence or intentional conduct of any of Resident's guests), the rent provided in this Lease shall abate during the period of time when the Premises are not fit for occupancy, to the extent the Premises are uninhabitable (but only if Landlord does not make alternate housing available to Resident), but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the Premises are damaged or destroyed so as to be, in the sole discretion of the Landlord, incapable of being satisfactorily repaired within a reasonable period of time in Landlord's judgment, then this Lease shall terminate and Resident shall be liable only for Lease obligations up to the date of such damage or destruction (provided that Resident or Resident's guests were not responsible for the damage or destruction). In the event any damage is caused by Resident or Resident's guests of either a negligent or intentional nature, this Lease may be terminated by Landlord. In the event the Premises are condemned or access is restricted as a result of any type of governmental action or damage to the Premises, Landlord shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by Landlord if Landlord determines in its sole discretion that the Premises are damaged to the extent that they are uninhabitable. If such action is taken, Resident shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action or damage relates to actions of Resident, Resident's guests, or Occupants. In the event this Lease is terminated pursuant to this provision, Resident shall be responsible to take all steps necessary to have his/her contents immediately removed at Resident's expense.

## Notices

Except as otherwise required by applicable law or set forth in this Lease, any notice required by this Lease shall be in writing and shall be deemed to be given and/or delivered:

- By Landlord to Resident if: (a) delivered personally; (b) sent to any email address on file with Landlord as provided by Resident; (c) posted to the Premises door; (d) mailed by U.S. First Class Mail to the Premises; or (e) if Resident has vacated, mailed by U.S. First Class Mail to the last known address for Resident or any one of Resident.
- By Resident to Landlord if delivered to and received to the following address: **123 Main St, Atlanta, GA 30301.**

Email addresses are used for the purpose of informing residents about events and promotions concerning the Premises, notifications relating to safety and maintenance and notifications concerning Resident's contractual obligations under this Lease. Generally,



Resident may opt out of such emails related to events and promotions, but Landlord reserves the right to send Resident and Resident agrees to receive information via email regarding safety, maintenance and other issues, including those related to contractual obligations. Resident understands that opting out of emails related to events and promotions may result in Resident not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Resident in this Lease, or any adult Occupant, or sent to any email address on file as provided by Resident, constitutes notice to all persons named as a Resident in this Lease.

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### **Right of Entry**

Landlord shall have the right to enter upon the Premises at all reasonable hours, including weekends, for the purpose of inspecting the same, making necessary repairs, showing the apartment to a prospective Resident, purchaser or mortgagee, if same appear to have been abandoned or surrendered by Resident, if Landlord has good cause to believe the Premises may be damaged, pursuant to a Court order, in the event of an emergency or as otherwise permitted by law. Resident may not interfere with Landlord's entry for such purposes. If Resident restricts Landlord's access, Resident may be held responsible for all costs associated with such interference, including but not limited to hourly rates for service providers. Landlord may access the Premises during reasonable business hours for the purpose of pest control treatment, and Resident agrees to cooperate with any such treatment, including, but not limited to, any pre- or post-treatment cleaning, moving of furniture or personal property, laundering of clothing, removal of infested personal property and restraining of animals. Landlord shall give Resident reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. If Resident is not present at the Premises, then Landlord will have the right to make such entries by duplicate or master key. Any request for maintenance or repairs shall be deemed to give Landlord authority to enter the Premises without requiring notice or further permission. Landlord may secure the Premises at any time Landlord deems, in its sole discretion, that the security of the Premises may have been compromised, including but not limited to death of a Resident, incarceration or hospitalization of a Resident, usage of the Premises by non-residents, and protection of Landlord's assets or security.

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### **Limited Liability**

Except as otherwise provided by law, Landlord will not be liable to Resident, Occupants or Resident's guests for any damage or losses to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Landlord will not be liable to Resident, Occupants or Resident's guests, for personal injury or damage or loss of personal property from theft, vandalism, fire, flood, tornado, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, earthquake, storms, sewerage, streams, gas, sonic booms, smoke, electrical surge, interruption of utilities, or other causes whatsoever or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances unless such injury, loss or damage is caused by the gross negligence of Landlord. Resident is responsible for any damage to the Premises caused by the Resident, any Occupant or Resident's Invitees, guests and/or their pets. This liability extends to service calls pertaining to appliances, plumbing pipes and fixtures, garbage disposal, etc., when the malfunction is deemed to be caused by misuse by the Resident, any Occupant or Resident's guests or invitees. Resident agrees to indemnify, reimburse if

necessary, and hold Landlord harmless from and against any and all claims for damages to property or person arising from Resident's use of the Premises, or from any activity, work or thing done, permitted or suffered by Resident, any Occupant or Resident's guests or invitees in or about the Premises. If any damage to the Premises occurs, caused by Resident, any Occupant or Resident's guests or invitees, which is deemed by Landlord to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute. If any of Landlord's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service. Notwithstanding the preceding sentence, Landlord and Landlord's employees are under no obligation to provide any such services and shall not be liable for damage, loss or theft of Resident's packages or cleaning entrusted to Landlord or its employees.

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### **Move Out Early**

If Resident does not fulfill the entire Lease term (even if such failure is due to eviction by Landlord), Resident shall be liable to Landlord for the costs incurred by Landlord as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Lease. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the Premises. If Resident vacates prior to the Lease End Date, all future rents under this Lease shall accelerate and become immediately due. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice and/or writ of occupancy or possession shall terminate occupancy but not the obligations to pay rent and other obligations under this Lease. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Resident from obligations for future rent until such time as the Premises have been re-let or the expiration of the initial term whichever occurs first. Eviction at the end of a term shall still obligate Resident to pay for the time notice should have been given as required by this Lease for vacating the Premises.

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### **Resident Default**

The following events shall constitute events of default: (a) failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Resident to Landlord pursuant to any terms of this Lease and addendum; (b) failure to perform all or any part of this Lease or a violation of this Lease or any of the rules and regulations adopted by Landlord or of any law; (c) Resident's abandonment of the Premises as set forth in the "Abandonment" section of this Lease; (d) violation by Resident, an Occupant, or any guest of any state, federal, or local law or ordinance including the violation of any such law by an occupant or resident while living in the Premises regardless of where the violation occurs; (e) violating the "Conduct and Criminal Activities" section of this Lease; (f) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current Lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties).

In the event of a default by Resident and after service of applicable notice and a failure by Resident to cure within the applicable time period, Landlord may terminate the Lease and

Resident's right of occupancy in accordance with applicable state statute. An actual physical eviction under a writ of possession, termination of possession of rights or subsequent reletting by Landlord shall not release Resident from liability for future rentals under this Lease. Acceptance of monies at any time will not waive Landlord's right to recover property damages, past or future rent, or other sums due. Receipt of rent or the taking of any legal action shall not be construed as a confirmation or renewal of this Lease. The provisions of this paragraph are not in lieu of, but are in addition to, all other legal remedies available to Landlord under the laws of the state in which the Premises is located. The waiver by Landlord of any default under this Lease committed by Resident shall not constitute nor be held or construed as a waiver of any subsequent or other default.

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**Joint and Several Liability**

Each person executing this Lease is fully and personally liable and obligated for the promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent, additional rent and other amounts due under this Lease. In the event of default, Landlord may enforce Landlord's rights under this Lease against each person individually, or against all the persons. Landlord's notice to any Resident constitutes notice to all Residents and Occupants.

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**Disability**

It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Resident shall notify Landlord of any need relating to a disability or handicap (in writing if possible) to ensure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Landlord of any needed accommodation, Landlord shall not be liable for damages suffered by Resident. Except as provided by law, it is agreed that Landlord is under no obligation to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Landlord and Landlord has had the opportunity to grant or deny the accommodation or modification. Landlord may deny any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request

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**Fair Housing**

Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, religion, color, sex, national origin, familial status, disability, age, marital status, or any other classification protected by federal, state, or local law applicable in the jurisdiction where the Premises is located.

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**Insurance**

Resident acknowledges and agrees that Landlord carries insurance for its protection and that Resident is not a beneficiary of such insurance. Resident shall be responsible to Landlord for all costs of repair for damages as stated herein and within this Lease regardless of insurance that Landlord may carry. Resident acknowledges that Landlord shall not be liable for damages caused to it or its property due to the actions or inactions of other residents, and Resident acknowledges that it shall be Resident's own obligation to insure his or her personal property.

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**Subordination**

This Lease as executed is subject and subordinate to the mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this Lease and any renewals, extensions, or modifications thereof, and subject to the provisions of any regulatory Lease with any Housing Authority and others that burden such property. Upon notice, Resident agrees to be the tenant of a new landlord or Landlord of the Premises upon such new Landlord's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Lease.

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**Resident Information**

If Resident has supplied information to Landlord by means of a rental application or similar instrument, Resident covenants that all such information is accurate and was given voluntarily and knowingly by Resident. Likewise, Resident agrees to promptly notify Landlord if any such information changes. If any such information proves to be false, incomplete or misleading that shall constitute an event of default and, Landlord shall have the right to terminate this Lease, upon serving Resident with a written three (3) day notice to quit, in which event Resident shall surrender the Premises. Resident expressly authorizes Landlord, its agents, attorneys, and/or any other designees to use Resident's social security number(s), date(s) of birth, and any other information about or related to Resident from Resident's rental application or otherwise supplied to Landlord as a part of this Lease to confirm or inquire about Resident's military status at any time and for any reason by using the Service members Civil Relief Act (SCRA) website operated by the U.S. Department of Defense and/or by using any other third-party website that operates for this same purpose.

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**Assignment and Subletting**

This Lease may not be assigned by Resident nor can Resident sub-let the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and like entities). Resident shall not list the Premises for purposes of sub-leasing or vacation type rental.

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**Military Release**

Resident may terminate the Lease if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may also terminate the Lease: (1) If Resident is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President and (2) Resident receives orders for permanent change-of-station, receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more or is relieved or released from active duty. After Resident delivers to Landlord a written termination notice and a copy of Resident's military orders (such as permanent change-of-station orders, call-up orders or deployment orders), the Lease will be terminated under this Military Release 30 days after the date on which the next rental payment is due. Military permission for base housing constitutes a permanent change-of-station order. Resident must pay rent through the effective date of the termination date and make satisfactory arrangements to pay all costs incurred by Landlord to repair damages to the Premises, ordinary wear and tear excepted. For purposes of this

Lease, orders described above will only release the Resident who qualifies under (1) and (2) above and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not Resident's spouse or legal dependent cannot terminate under this Military Release. Resident must immediately notify Landlord if Resident is called to active duty or receives deployment or permanent change-of-station orders.

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**Smoke and Carbon Monoxide Detectors and Fire Extinguishers**

Landlord will furnish smoke and carbon monoxide detectors as required by law and provide working batteries when Resident first takes possession. Subsequently, Resident is responsible to test and replace batteries monthly as needed. Resident must immediately report any malfunctioning or defective smoke or carbon monoxide detectors to Landlord in writing. Smoke and/or carbon monoxide detectors may not be disconnected. Resident will be liable to Landlord and third parties for any loss or damage from fire, smoke, or water if that condition arises from Resident's disconnecting or failing to replace batteries, or from failure to report malfunctions. RESIDENT IS ADVISED TO TEST THE SMOKE AND CARBON MONOXIDE DETECTORS FREQUENTLY. Resident agrees to notify Landlord if fire extinguisher is malfunctioning or has been discharged, if provided by Landlord. If not provided, Resident is required to maintain a 5-pound ABC fire extinguisher.

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**Background/Credit Checks**

Resident agrees that Landlord may conduct background, criminal history, and credit checks at any time after application, during the term of this Lease. Resident grants consent to Landlord and its agents to disclose information about Resident so long as Resident has an obligation under this Lease.

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**Security Services**

From time to time, Landlord may temporarily enlist the aid of supplemental security devices or services at the Premises, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Landlord reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time, and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Landlord.

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**Criminal Background Checks**

Landlord has no obligation to obtain criminal background checks on any person living, working, or visiting on the Premises. If Landlord obtains a criminal background check on a person on the Premises, it does not imply or require that Landlord will obtain any other background check on any other people on the Premises and does not obligate Landlord to notify any Resident or Occupant that Landlord obtained a criminal background check or to notify any Resident or Occupant of the contents or information contained in any such report. Landlord makes no representation or warranty, and cannot make any representation or warranty, that any resident, occupant, worker, guest, or invitee on the Premises does not have a criminal background.

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## Security System

If the Premises has an individual security system in it, Landlord did not necessarily install, design, or manufacture the security system, and Landlord does not activate, operate, maintain, or monitor the security system. Resident agrees that Landlord shall have no liability whatsoever with respect to the installation, design, manufacture, use, operation, maintenance, monitoring, effectiveness, or functionality of the security system. It is Resident's decision whether to activate the system, and any such activation must be arranged through an independent security company under an agreement with it. In the event Resident activates an individual security system, Resident shall without delay provide Landlord with the name of the security company that has installed, will install, or monitors the system, any codes or passwords, as well as any other information that Landlord may request regarding the system, its operation, or maintenance. Resident agrees that it is Resident's responsibility to learn from the security company how to properly operate the security system, and Resident understands that the security company is solely responsible for all aspects of the security system. Whatever amounts the security company charges Resident for the use of the security system are payable directly to that company and Resident, not Landlord, is responsible for the payment of such charges. Landlord is not responsible for the acts or omissions of the security company and does not guarantee or warrant the services of the security company in any respect. Resident agrees to hold Landlord harmless from any and all claims for losses of any type arising from any aspect of the security system, and each Resident or Occupant agrees to look to his or her own insurance for any loss due to personal injury, death, or property damage.

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## Use of Amenities

Resident agrees to comply with all Rules and Regulations and policies now or hereafter set forth by Landlord regarding the use of Community amenities such as laundry rooms, swimming pools, playgrounds, sport courts, tennis courts, Jacuzzis, saunas, barbecues, or any other amenities. Resident's use of any amenity is a privilege and not a right or a contractual obligation of Landlord. Landlord may restrict Resident from using any amenity in Landlord's sole discretion if Resident violates amenity related rules or policy. Resident acknowledges that the availability of amenities is subject to change in Landlord's sole discretion and that any such change shall not constitute a breach of this Lease. Resident agrees to indemnify and hold Landlord and Landlord's agents harmless from any cost, expense, loss, damage, or lawsuit resulting from any injury to Resident's property, Resident, Resident's family, guest, invitee, or any person as a result of the use of any amenity. Landlord may regulate, limit, or prohibit from the Premises and Community common areas motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, and solicitors. Resident's failure to abide with, failure to comply with, or breach of the Rules and Regulations is a default under this Lease and subjects Resident to eviction. [In consideration of the right to use the recreational, pool, or fitness center health facilities and amenities at the Premises, the Resident acknowledges and agrees to reimburse for and hold harmless, indemnify and defend Landlord and Landlord against any and all property damage, loss, liabilities, liens and expenses arising directly or indirectly from use of such facilities by Resident or Resident's Invitees. Resident, for itself and Resident's Invitees, agrees to use reasonable care of such facilities and amenities and to comply with all rules to such facilities. Resident and any guests agree to assume all risks as to using the facilities.]



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**Resident's Insurance and Liability**

Each Resident is required to maintain, at Resident's sole expense, during the term of this Lease and any subsequent renewal periods, a policy of personal liability insurance, issued by a licensed insurance company of Resident's selection, which provides limits of liability in an amount not less than **\$100,000.00** per occurrence, pursuant to the terms of the Renters Insurance Addendum, attached hereto and made a part hereof. Each Resident is advised to also maintain a policy of renters' insurance protecting his/her household goods and personal property. Resident is required to provide a copy of such renter's insurance to Landlord prior to move in. Upon expiration of the policy term, Resident is required to renew the policy and provide Landlord with proof of insurance accordingly. Failure to maintain renter's insurance is a default of this Lease and may be grounds for eviction.

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**Landlord's Broker and Agent**

Landlord may be represented by a real estate licensed broker ("Broker") who is subject to the provisions of the real estate laws of the state. It is acknowledged and agreed that such Broker only acts for Landlord and is not representing Resident in any capacity. All obligations of this Lease are the responsibility of Landlord not the Broker. Landlord may have the Broker act in its behalf, but such shall not grant to Resident any rights as against Broker. Resident acknowledges they have chosen not to obtain a real estate licensed broker to represent them in this transaction. Landlord also may have a manager or other agent act on its behalf with respect to this Lease (the "Agent"). Resident understands that if the Agent is involved in the Lease, that they have received written authority to act in all matters concerning this tenancy as Landlord's authorized agent. All obligations of this Lease are the responsibility of Landlord not the Agent. The Agent for Landlord shall accrue and benefit from the covenants, waivers, releases, and indemnifications contained in the Lease documents to the same extent as Landlord.

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**Smoking**

Smoking may or may not be allowed on the Premises. However, Landlord may restrict smoking altogether at any time. Resident acknowledges that it has been informed that smoke from outside the Premises or from adjoining Premises may drift into Resident's Premises. Resident specifically agrees to abide by the smoking policies of Landlord which may prohibit smoking. This waiver shall apply to all residents, occupants, guests, and minors. Second hand smoke is defined as a nuisance and may be a cause for eviction. Resident shall abide by any regulations promulgated by Landlord regarding smoking. Further Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage.

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**Contamination**

Resident agrees to defend, indemnify and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorneys' fees and court costs, that may be made as against Landlord (its officers, directors, employees, agents, Landlords, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Landlord. Resident further agrees that it will not cause, hire, or conduct any

inspection or testing to be done in the premises for any type of contamination or pests but may request that Landlord conduct such testing provided Resident prepays the costs of such testing. Landlord shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of Landlord who shall only be obligated to disclose positive results exceeding the legal limits. Resident further agrees that Landlord shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the premises resulting from mold, mildew or any other contamination. Resident shall indemnify Landlord from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's premises regardless of the source. Resident agrees to immediately notify Landlord of the existence of any mold, mildew, or other contamination within the premises. Failure by Resident to diligently inspect and notify Landlord of mold or contamination issues will result in Resident being liable for the damages to the premises caused by the mold or contamination.

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## Pests

It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by Landlord. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that is brought into the premises or upon Landlord's property is free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches. Resident warrants and represents that none of the items brought onto Landlord's property or within the premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Landlord that no infested items will be brought into the premises or on Landlord's property. Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths. Resident agrees to assist in enforcement of this provision by reporting to management any violations. Resident agrees to notify Landlord immediately of any infestation or sighting of any pests within the premises. Resident may, upon written approval of Landlord, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify Landlord prior to such company entering the premises. All costs related to resolution of any pest problem shall be the responsibility of Resident. In the event it is necessary for Landlord to obtain pest control for another unit, a whole building, or the entire community. Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of Resident's actions or inactions. It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify Landlord and take appropriate action may result in additional units becoming infested. Landlord may require that Resident use specific pest control entities. All costs relating to resolution any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents,

replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall indemnify and hold harmless Landlord from any and all damages relating to pests within the premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

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## Lien

By this Lease, Resident grants to Landlord a security interest in any and all property which is placed on the property of Landlord pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Landlord. The right to execute and take possession upon this security interest shall become effective upon any rent or fees being due and unpaid. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this Lease. Landlord may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the premises and shall be in addition to the statutory Landlord's Lien. Landlord may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items. Sale of items under this provision may take place with five (5) days written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Landlord within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Landlord.

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## Hold Over

If Resident has not given notice to vacate and with the consent of Landlord and Resident continues in possession of the Premises after expiration of any Lease Term, extension, or renewal, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease. If Resident becomes a month-to-month tenant, Resident shall pay Landlord for any month-to-month period, rent equivalent to the then current market rent for the Premises plus a month-to-month fee of **\$100.00**. If Landlord has not given Resident written notice of the current market rent for the Premises at least fourteen (14) days prior to the start of any month-to-month period, Resident shall pay rent for any month-to-month period equivalent to the last month of the preceding term, plus the month-to-month fee. Resident shall be liable for and pay all month-to-month fees without prior notice or demand from Landlord. Landlord may raise Resident's Rent when Resident is a month-to-month tenant or change any other lease provisions upon sixty (60) days written notice to Resident prior to the first day of the month for which any rent increase or other lease change would be effective. The Lease shall then remain in effect on a month-to-month basis until terminated by either party in accordance with the Lease. If without the consent of Landlord, Resident continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. Resident shall owe and pay Landlord Rent in the amount of three (3) times the daily rent calculated by using the total monthly rent from the preceding month, for each day that Resident wrongfully holds over.

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## General

This Lease creates a possessory interest only, with the relationship of the parties hereto only being that of landlord and tenant. All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Resident and their respective heirs, executors, administrators, assigns and successors. The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Landlord. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Premises is located. Time is of the essence of the Lease. It is hereby acknowledged and agreed by the Resident that GA law shall govern the provisions of this Lease Agreement. This Lease Agreement supersedes any and all previous agreement among the parties hereto for the Premises. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF IN A COURT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY UNDER THIS LEASE.

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## Severability

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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## Addenda

Resident acknowledges and agrees that any addenda or other related agreements that are attached to this Lease are incorporated herein and are considered part of this Lease.

## Signature

RESIDENT UNDERSTAND THIS IS THE LEASE AGREEMENT IN ITS ENTIRETY, INCLUDING ANY ADDENDA AND/OR ATTACHMENTS ATTACHED HERETO, THAT THIS IS A BINDING LEGAL CONTRACT AND THAT I HAVE READ THIS LEASE AND ALL ADDENDA AND ATTACHMENTS BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

Brad Bellflower

Brad Bellflower as authorized agent for  
Landlord

Date: 05/26/2020

RESIDENT:

G.M. Bluth

G.M. Bluth

Date: 05/27/2020

RESIDENT:

Ann Veal

Ann Veal

Date: 05/27/2020

SAMPLE

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**Special Stipulations**

Landscaping up to \$100 a month will be covered by the Property Manager or Owner.

*G.M. Bluth*

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G.M. Bluth

*Ann Veal*

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Ann Veal

*Brad Bellflower*

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Brad Bellflower as authorized agent for  
Landlord

SAMPLE



## Rules and Regulations

- A. A guest remaining overnight on the premises more than 14 consecutive days shall be conclusively deemed an unapproved subtenant under the rental agreement.
- B. Tenant shall maintain the unit rented to him clean and free of accumulations of garbage and rubbish at all times.
- C. Garbage and rubbish shall be disposed of in containers designated for the purpose. Large boxes and containers shall be broken down so as not to consume too much space in the garbage containers.
- D. No hazardous substances may be disposed of in the garbage containers, but must be disposed of as required by applicable health and safety regulations and codes.
- E. No clothing, curtains or other items shall be hung from balconies or out of windows.
- F. No items of furniture shall be placed in common areas except when actually in use, and in no event shall such items be placed in such a way that they block or in any way impede passage of others.
- G. Tenant shall refrain, and ensure his guests and invitees refrain, from any conduct which a reasonable person would deem likely to annoy or disturb other residents, while in the rental unit itself, or the common areas and parking facilities.
- H. Tenant shall immediately notify landlord if any door or window lock or bar in his unit becomes unserviceable.
- I. Tenant shall notify landlord of any extended absences (more than three days) from the premises.
- J. Tenant shall not use or store gasoline, cleaning solvents, or other combustible substances in the rental unit, or any parking or storage spaces provided in connection with his occupancy of the unit.
- K. Parking spaces may not be used for storage. No car washing, changing of oil or other vehicle fluids, installation of oil or other vehicle fluids, or vehicle repairs of any kind or description shall be conducted on the premises, the common areas, parking areas, or driveways.

*G.M. Bluth*

G.M. Bluth

*Ann Veal*

Ann Veal

*Brad Bellflower*

Brad Bellflower as authorized agent for  
Landlord

### PET ADDENDUM

PET ADDENDUM TO RESIDENTIAL LEASE AGREEMENT dated 5/27/2020, by and between the Landlord and Resident, respecting the Premises 11 Perimeter Center E, 1416, Atlanta, GA 30346.

1. Landlord hereby authorizes Resident to keep Pet[s] in the Premises during the Lease Term subject to any earlier termination of the tenancy. Only animals fitting the description below are permitted.

2. No more than 2 total pets are permitted in the residence.

3. Permitted pets include

- a. Type(s) of pet: Dog, Cat
- b. Breed restrictions: \_\_\_\_\_
- c. Weight limit (per pet): 50 lbs

4. Pet Fee. A one-time nonrefundable Pet Fee of \$ 50.00 is required to be paid for having the Pet in the Premises. Any Pet Fee shall be paid prior to the Pet being kept in the Premises.

5. Pet Deposit. A pet deposit of \$ 300.00 is required to be paid prior to having any Pet in the Premises. The Security Deposit in the lease does not include a pet deposit. The refund of the pet deposit is subject to the terms and conditions set forth in the lease.

6. Violation of Pet Rules. Any violation of these terms of this Pet Addendum or any other pet rules established by Landlord shall result in a violation fee of \$ 50.00.

7. Liability not limited. The additional Pet Fee and Pet Deposit under this Pet Addendum do not limit Resident's liability for property damages, cleaning, deodorizing, de-fleaing, replacements or personal injuries.

8. Additional Rules. Landlord may establish and change rules concerning pets. A violation of the rules concerning pets may result in Tenant's removal of the pet or other remedies allowed by law.

#### **RESIDENT**

By: G.M. Bluth

Name: G.M. Bluth  
Date: 05/27/2020

By: Ann Veal

Name: Ann Veal  
Date: 05/27/2020

#### **LANDLORD**

By: Brad Bellflower

Name: Brad Bellflower  
Date: 05/26/2020

## Disclosure of Information Lead-Based Paint and Lead-Based Paint Hazards

### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can post health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet in lead poisoning prevention.*

### Landlord's Disclosure (initial)

- (a) Presence of lead-based point or lead-based paint hazards (*check one below*)
- ☐ Known lead-based paint and/or lead-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 Resident 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.

### Resident's Acknowledgement (initial)

- (c) Resident has received copies of all information listed above.
- (d) Resident has received the pamphlet *Protect Your Family from Lead in Your Home*

### Agent's Acknowledgement (initial if applicable)

- \_\_\_\_\_ (e) Agent has informed Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

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

*G.M. Bluth*

G.M. Bluth

05/27/2020

Date

*Ann Veal*

Ann Veal

05/27/2020

Date

*Brad Bellflower*

Brad Bellflower

05/26/2020

Date



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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

## **Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

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

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

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

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## **Simple Steps to Protect Your Family from Lead Hazards**

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

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

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

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

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

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



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

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

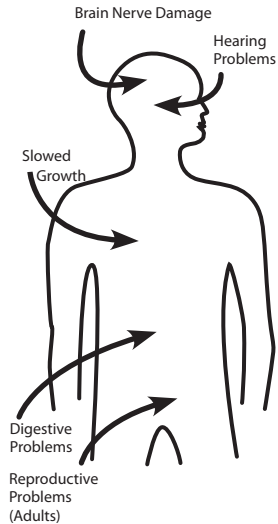
# Health Effects of Lead

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

## In children, exposure to lead can cause:

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



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

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

## In adults, exposure to lead can cause:

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

## Check Your Family for Lead

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

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

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

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

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

## Where Lead-Based Paint Is Found

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

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

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

### **Lead can be found:**

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

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

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

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

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

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**Deteriorated 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:

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

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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

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



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



## Checking Your Home for Lead, continued

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

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

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

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

## What You Can Do Now to Protect Your Family

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

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

## Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

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

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

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

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

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

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

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



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

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

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

## Other Sources of Lead

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### Lead in Drinking Water

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

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

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

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

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

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

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

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

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

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

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

## Other Sources of Lead, continued

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

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

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

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

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

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



# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**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 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**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.  
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 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

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

### **CPSC**

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

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes 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/lead](http://hud.gov/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).