

This Lease Agreement, (the "Lease") is made on the "Lease Date" listed on Page 1, Number 1, between Pacific Northwest Communities, LLC, Owner of the subject Premises (the "Owner"), and the Resident(s) referenced on Page 1, Number 2, of this Lease (individually and collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

- 1. Parties to Lease.** Subject to the terms and conditions of this Lease, Owner rents to Resident and Resident rents from Owner, the Premises referenced on Page 1, Number 6 (the "Premises"), of this Lease. The Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Owner. The property is managed by Hunt MH Property Management, LLC, whose address and phone number are specified on Page 1. Hunt MH Property Management, LLC is authorized to manage the Premises on behalf of Owner and to receive rents, execute leases, enforce leases, and give and accept notices, demands, and service of process on behalf of, and as agent of the Owner.
- 2. Premises.** The property to be rented is located in the Neighborhood referenced on Page 1, Number 5, and at the address specified on Page 1, Number 6, and includes the Premises and front and backyards, and may include a garage, driveway, designated parking, and/or a carport, as applicable, plus any outside storage located in the yard.
- 3. Term/Automatic Renewal.** The Term of this Lease shall be for six (6) full months beginning on the Commencement Date specified on Page 1, Number 4.a., and terminating on the Expiration Date specified on Page 1, Number 4.b. However, unless written notice is provided (as discussed below) on the Expiration Date, the Lease shall automatically renew on a month-to-month basis. Owner may terminate this Lease at the Expiration Date by giving Resident at least thirty (30) days' notice before the Expiration Date above or, if the Lease has renewed on a calendar month-to-month basis, at least twenty (20) days' notice before the last day of the calendar month. Resident may terminate this Lease at the Expiration Date by giving the Owner at least thirty (30) days' notice before the Expiration Date above or, if the Lease has renewed on a month-to-month basis, at least twenty (20) days' notice before the end of the calendar month. This Lease will terminate if Resident is no longer active duty military.
- 4. Rent.** The rent, Owner provided normal (average) utilities and renter's insurance (collectively, "Rent") shall be an amount not to exceed the Basic Allowance for Housing ("BAH") at the With Dependent rate for member's duty station. If the member's duty station is outside of a one hour commute, Rent will be established based on the BAH rate at the housing location. Rent is payable on the first (1st) day of each month for the previous month's Rent. If Residents are dual military (service member married to service member), the Rent for the Premises shall be equal to the BAH of the senior service member at the With Dependent rate unless one spouse has an authorized BAH at the Without Dependent rate and the other spouse has an authorized partial BAH, in which case Rent shall be an amount equal to the BAH at the Without Dependent rate of the service member authorized for that allowance. If Resident(s) is a single service member without dependents, the Rent for the Premises shall be equal to fair market rent as determined by Owner. Rent includes water, sewer, refuse collection, and recycling services. Rent will also include gas and electric utilities until implementation of the Resident Energy Conservation Program ("RECP"). After implementation of RECP, Owner will be responsible for normal gas and electric usage and Resident will be responsible for excess gas and electric usage in accordance with the RECP Addendum. Owner shall provide notice in writing to Resident thirty (30) calendar days prior to RECP implementation. Additionally, renter's insurance, as specified in Paragraph 31 of this Lease will be provided by the Owner.

The Rent will be adjusted annually by the same amount as the Resident's annual BAH changes at any time during the term of this Lease. If Resident's BAH rate changes at any time, except as the annual adjustment by the Department of Defense, Resident must notify Owner within fourteen (14) business days of the change. Resident shall be responsible for the payment of Rent at the changed rate from the effective date of any change and payable upon receipt of the new rate. Resident agrees that the foregoing constitutes effective notice from the Owner of the increase or decrease in the amount of the monthly Rent, which will take effect upon any increase or decrease in Resident's applicable BAH. In

the event the Resident becomes ineligible for BAH, the Rent will be equal to fair market value established by the Owner.

If this Lease begins after the first (1st) day of the month, Resident shall pay the prorated amount based upon 1/30th of the monthly Rent at the time this Lease is signed. Resident shall pay the Partial Month Rent listed on Page 1, Number 10, on the first (1st) day of the following month. If, however, there is a delay in the authorization of the BAH entitlement and Resident does not receive the BAH or increase in BAH, Resident may defer payment of Rent until the BAH entitlement is received. The Partial Month Rent Due Date is specified on Page 1, Number 11.

- a. Third Party Vendor Managed Allotment Option** (Authorization for Allotment to be managed by Third-Party Vendor): Resident understands and agrees that the allotment to pay rent to the Owner will be processed by a third party vendor. Resident agrees to pay Rent to Owner, by monthly electronic Allotment. Resident authorizes the Allotment to be initiated and changed by the vendor as set forth in this section. Authorization is also given to stop the Allotment at the time that the Lease is terminated. Resident shall execute all documents that are necessary to make monthly Rent payments (“Allotment”) equal to the BAH at signing of this Lease, and Resident agrees to take no action to terminate the Allotment without making arrangements with Owner to begin paying the Rent in another form. If Resident takes action to terminate the Allotment before providing notice to vacate and paying last month rent, the Allotment may be restarted automatically if the Resident still occupies the Premises. Resident agrees that the military Leave and Earnings Statement is an acceptable substitute for a Rent receipt as required by Revised Code of Washington (RCW) 59.18.063. Resident, however, may request a separate receipt from the Owner.
 - b. UDEFT Option:** If Resident chooses to pay rent through a Unit Diary Entry Electronic Funds Transfer (“UDEFT”), Resident is responsible for paying all Rent and charges due once the Resident receives the BAH until the UDEFT has commenced. The UDEFT may be increased/decreased automatically or, if necessary, by the Resident when increases/reductions occur to the senior service member Resident’s BAH rate. It is the Resident’s responsibility to make adjustments in the UDEFT to reflect any changes in Resident’s BAH rate. Resident shall execute all documents that are necessary to make monthly Rent payments equal to the BAH at signing of this Lease and Resident agrees to take no action to terminate such UDEFT without making arrangements with Owner to begin paying the Rent in another form. If Resident’s Allotment or UDEFT is terminated without written permission from Owner, and Resident is still in possession of the Premises, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident’s fault or control.
 - c. Direct Payment Option:** If Resident chooses not to pay Rent through the Allotment or UDEFT payment methods, Resident shall pay Rent in advance and agrees to make Rent payments directly to the Owner on the first of each month, without notice, to the Owner’s office specified on Page 1 or such other person or at such other address as Owner may notify Resident. Rent payment owed by Resident pursuant to this Lease and not paid by Allotment or UDEFT will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified on Page 1. A security deposit equal to one month’s Rent will be required and will be held at HomeStreet Bank of Seattle, Washington.
- 5. Security Deposit:** If Resident has chosen the direct payment option for Rent, a security deposit is due and payable on the Commencement Date noted on Page 1 of this Lease. Owner agrees to hold the security deposit, if any, in accordance with applicable Washington state law, including any required payment of interest. All or any portion of the security deposit may be used upon Lease termination, as reasonably necessary, to: (i) cure Resident’s default in payment of Rent (which includes late charges, return payment fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Resident, Occupant, guest or licensee of Resident; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances.

Within fourteen (14) days after Resident vacates the Premises, Owner shall furnish or return by personal delivery or first class mail to Resident’s forwarding or last known address: (i) an itemized

statement indicating the amount of any security deposit received and the basis for its disposition; and (ii) any remaining portion of the security deposit. The security deposit will not be returned until all Residents, Occupants and guests have vacated the Premises. Any security deposit returned by check shall be made payable to all Residents named on this Lease, or as subsequently modified.

6. **Late Fees and Returned Check Charges.** If any Rent is not paid by the fifth (5th) day of the month, unless paid by Allotment or UDEFT, the Resident must pay a late fee of \$50.00, which is deemed additional Rent. If a check for payment of Rent is returned by the bank for insufficient funds, Resident must replace the returned check with a cashier's check, certified check, or money order and pay a returned check charge of \$25.00, plus any late fees, if applicable, which are deemed additional Rent.

Acceptance of any late or partial Rent or waiver of any fees or charges is not a waiver of Owner's right to enforce other terms of this Lease.

7. **Condition of Premises Upon Commencement Date.** Owner has inspected and inventoried the Premises and provided Resident with a Move-In/Move-Out Unit Inspection and Inventory Report. Owner and Resident will jointly inspect the Premises unless Resident chooses to accept without inspection the condition of the Premises as described in the Move-In/Move-Out Unit Inspection and Inventory Report and is satisfied with its physical condition, order, and repair. If the Resident chooses to accept without inspection, then the Resident accepts the Premises without exception as of the Commencement Date specified on Page 1, Number 4.a. If the Resident chooses to complete an inspection, within three (3) business days of the Commencement Date, Resident shall complete and return to Owner the Move-In/Move-Out Unit Inspection and Inventory Report detailing any deficiencies noted with the Premises. Owner and Resident will sign the Move-In/Move-Out Unit Inspection and Inventory Report and Owner will provide a copy to Resident. If Resident does not return the Report to Owner, Resident accepts the Premises without exception, and any damage or deficiencies will be deemed accepted by Resident.

8. **Services and Utilities.** Owner shall be responsible for the payment of utilities as specified in Paragraph 4 during the term of this Lease. Resident shall be responsible for the payment of telephone, cable, Internet, or any other services directly contracted by Resident with a service provider. Resident acknowledges that interruptions in the delivery of utilities do occur and Owner shall not be liable for any loss or inconvenience caused by any interruption. Owner will make every effort to notify Resident in advance of any interruptions in utility services resulting from scheduled outages or work elsewhere in the Neighborhood.

9. **Occupants and Permitted Use.** Resident will use the Premises as a residence for Resident and Occupants listed on Page 1 respectively, except as otherwise provided herein. Procedures and requirements governing Occupants and permitted use are further specified in the Community Handbook, a copy of which is given to Resident.

- a. Resident, Occupants and guests will not commit any acts or use the Premises or common areas in such a way as to (i) violate any federal or state law or ordinance, including federal or state laws prohibiting the use, possession or sale of illegal drugs, including without limitation marijuana. If federal law and state law are in conflict regarding the legality of a particular drug, then use, possession or sale of such drug will be deemed unlawful for the purposes of this Lease; (ii) commit property damage; or (iii) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment, business, or peace and quiet of any other Resident, Neighborhood Management Office staff, contractors, or other persons engaged in lawful activity in the area.
- b. Residents must register and obtain written approval from Owner for guests staying at the Premises longer than fourteen (14) days.
- c. Resident must obtain written approval from Owner for a live-in care provider staying more than fourteen (14) days.

- d. Residents and/or Occupants may, with written permission of Owner and execution of a Home Based Business Addendum, conduct a residential business in the Premises of a type normally permitted under state/local laws and regulations governing the conduct of residential businesses. Residents and/or Occupants conducting a residential business will be required to comply with, and are subject to inspection by, the appropriate city, county, state, or federal agency, office or department for compliance with applicable laws, codes, regulations and requirements. Resident is responsible for obtaining the necessary state or local government licenses and insurance for any damages to third parties arising from the conduct of such business and providing a copy to the Owner.
 - e. Resident and/or Occupant may, with written permission from Owner and execution of a Home Based Business Addendum, operate a childcare facility in the Premises only through participation and certification through the Department of Navy sponsored Child Development Home Program. Resident is responsible for obtaining the necessary state or local government licenses and insurance for any damages to third parties arising from the conduct of such business and providing a copy to the Owner.
- 10. Pets.** Pets are not permitted in the Neighborhood at any time except by prior written consent of Owner. If Owner agrees to permit such pet(s), Owner and Resident must sign a Pet Addendum and observe all applicable laws (e.g., leash and pick-up laws) and the restrictions set forth in the Community Handbook. Dogs, cats, fish, birds, hamsters, gerbils, guinea pigs, and other animals not expressly prohibited in the Community Handbook are allowed in the Premises provided they are permitted under federal, state, and local laws and are permitted as described in the Community Handbook. There is a limit of two pets per household permitted to live or be harbored in the Premises. For purposes of the count, only dogs and cats will be considered. Other pets (fish, birds, gerbils, hamsters, guinea pigs, or other pets in a cage or tank) will be evaluated on a case-by-case basis. No pet deposit will be required. Resident will be responsible for a pet sanitation fee as set forth in the Pet Addendum. Keeping a pet for any duration without written consent from Owner or a signed Pet Addendum will be considered a material breach of this Lease.

Residents are responsible for informing guests that guest's pets are not allowed in the Premises or common areas. Residents will not be permitted to use the Premises to care for pets belonging to other persons without the written consent of Owner.

- 11. Community Handbook and Rules/Regulations.** Resident agrees to comply with all occupancy rules and regulations contained in the Community Handbook governing the Neighborhood whether now in effect or subsequently issued by Owner and delivered to Resident. Resident acknowledges receipt of the Community Handbook as of the Commencement Date of this Lease, which is incorporated into this Lease. Violation of the occupancy rules and regulations contained in the Community Handbook may be considered a violation of this Lease. Owner may from time to time amend and supplement the Community Handbook, effective thirty (30) days following posting notice of such amendment at the Neighborhood Management Office and delivery of notice to Resident.
- 12. Parking.** Resident will operate and park all vehicles in accordance with guidelines stated in the Community Handbook. All vehicles must be licensed with current license plates and must be in operating condition. Owner will tow unauthorized, inoperable, or illegally parked vehicles at Resident's expense. Owner assumes no responsibility or liability whatsoever for loss of or damage to any vehicle while parked in the Neighborhood. Recreational vehicles (campers, trailers, boats, etc.) are not permitted to be parked in the neighborhoods at any time; however, such vehicles may be parked within the confines of the garage on the Premises.
- 13. Alterations/Repairs/Liens.** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without express written consent of Owner. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, modification of electrical appliances, or installation of telecommunication devices, including satellite dishes and/or antennae. Satellite and/or antennae shall only be allowed in accordance with the Owner's satellite dish policy and any applicable law. No mechanical, electrical, plumbing or

structural equipment or major appliances or configuration on any part of the Premises may be altered, modified, installed or removed without express written consent of Owner. Resident shall be responsible for all costs for repair or replacement of any removals or changes.

Residents of historic homes must comply with further restrictions as outlined in the Historic Home Addendum.

Resident may not encumber the Premises or permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that this Lease does not allow any such liens to attach to Owner's interest.

- 14. Maintenance.** Owner will maintain the interior and exterior of the home including the mechanical and electrical devices provided by Owner within the Premises in a clean, safe, and workable condition. Resident will report all needed repairs to Owner. Service requests are to be reported by telephone to the dedicated service request line or to the Neighborhood Management Office. Routine repairs shall be made during regular business hours. Emergency or urgent maintenance service is available during regular business hours and after hours to handle requests of a true emergency or urgent nature.

Owner is not responsible for any inconvenience or loss caused by necessary repairs to the Premises, the Neighborhood, appliances, or any other equipment. Temporary suspension of services within the Premises and in the Neighborhood is not a basis for ending this Lease or abating Rent if Owner is effecting repairs.

Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with all applicable state/local laws affecting health and safety. Resident agrees to (i) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (ii) use all plumbing, electrical, sanitary, ventilating, heating, air conditioning facilities and appliances in a safe and reasonable manner; and (iii) not deface, damage, or otherwise harm any part of the Premises. Any damage(s) to glass on the Premises or in any common area caused by Resident, Occupants or guests shall be paid by Resident. Upon occupying the Premises, Resident will inspect and test all smoke detectors and carbon monoxide detectors and determine them to be in workable condition. Resident shall be responsible for testing smoke detectors and carbon monoxide detectors on a regular basis, and replacing batteries. Resident, Occupant or guests shall not tamper with, adjust or disconnect any smoke detectors or carbon monoxide detectors. Violation of this provision is a material breach or default of this Lease and shall entitle Owner to exercise all remedies available under state/local law. Resident shall notify Owner of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Owner.

Owner will perform an annual physical inspection of the Premises to ensure housing quality standards. Owner will notify Resident at least five (5) days in advance of the date and time of inspection. Resident is responsible for grounds maintenance of the backyard of the Premises, if fenced, and snow and ice removal of individual entryways. The Resident is responsible for mowing, trimming, and edging the area within the fenced backyard in accordance with grounds maintenance standards as specified in the Community Handbook. Failure to maintain grounds is a material breach of this Lease. Owner may waive this requirement in certain circumstances, including but not limited to deployment of the Resident.

- 15. Damage to the Premises.** If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that renders the Premises totally or partially uninhabitable as determined by the applicable governing authority or, if a governing authority is not applicable, by Owner, either Owner or Resident may terminate this Lease by giving the other written notice within thirty (30) days after the date of such damage, which shall be effective retroactively to the date on which the Premises became totally or partially uninhabitable. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. Neither party will have any further obligation to the other. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be

reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. Owner may alternatively offer Resident another Premises, if one is available. Resident may accept the Premises and this Lease will remain in effect.

If the damage to the Premises is a result of a negligent, reckless, or deliberate action of Resident, Occupant, or guests, only Owner shall have the right to terminate this Lease, and no reduction in Rent shall be made. Resident will be responsible for payment of the repair and damages to the Premises caused by the Resident, Occupant or guests and to restore the Premises to its original condition, even if caused before the Commencement Date of this Lease. Failure to pay such amount is a material breach or default of this Lease.

16. Waiver and Liability.

- a. To the extent permitted by law, Resident shall be financially responsible for reimbursing Owner if Owner incurs any loss or damage as a result of or relating to: (i) any default by Resident; or (ii) the breach or untruthfulness of any representation, warranty or factual statement made by Resident in this Lease or in Resident's lease application or related materials.
- b. Owner shall not be liable to Resident for any lack of access to the Premises, the Neighborhood, or any other land under the control of the Federal Government.
- c. If Owner does not exercise its rights under this Lease, Owner may still exercise these rights at a later date.

17. Resident Joint and Individual Liability. If there is more than one Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease, including, but not limited to, any damage caused to the Premises or Neighborhood by the Resident, Occupant, or Resident's guests, jointly with every other Resident, and individually, whether or not in possession, or any breach or untruthfulness of any representation, warranty or factual statement made by Resident in this Lease or in Resident's lease application or related materials.

18. Right to Relocate. Owner reserves the right to terminate this Lease and to relocate Resident due to construction and renovations or habitability conditions as specifically set forth in the Relocation Addendum. Owner will give Resident no less than forty-five (45) days advance notice. Relocations directed by Owner will be at no cost to Resident. Owner shall provide Resident with a relocation allowance in the amount as set forth in the Relocation Addendum to offset the incidental costs of moving. Resident will be responsible for relocation due to habitability deficiencies caused by Resident, Occupants, or Resident's guests. In such event, Resident will pay for its relocation expenses in addition to the cost to repair any habitability deficiencies.

19. Entry onto the Premises. Owner or anyone allowed by Owner for the purpose of warranty inspection/follow-up, lead-based paint inspection/follow-up and pest control services may enter the Premises during reasonable hours after giving Resident no less than forty-eight (48) hours advance notice. Owner or anyone allowed by Owner may enter the Premises for preventive maintenance during reasonable hours after giving Resident five (5) days advance notice. If there is an emergency or an abandonment, Owner may enter the Premises without giving Resident advance notice. Upon notice by either party of intent to terminate tenancy, Resident agrees to permit Owner to show the Premises to prospective residents upon twenty-four (24) hours advance notice.

Based on concurrent jurisdiction, the Owner will cooperate with both Navy and local law enforcement agencies for justifiable entry onto the Premises.

20. Locks and Other Entry Devices. All devices (access cards, codes, keys, garage door openers, etc.) issued to Resident for access to common areas, community centers, pools, garages, Premises, etc. are the property of the Owner to be utilized solely by and held in possession of the Resident and authorized Occupants. These devices may be subject to additional rules and regulations as issued by

Owner. If Resident provides any entry device other than a key or garage door opener to Resident's Premises to any person without first obtaining written permission from Owner, it shall constitute a material breach of this Lease and Owner may terminate tenancy.

Locks shall not be changed, altered or replaced nor shall Resident add new locks without the written permission of Owner. Any locks so permitted to be installed shall become the property of Owner and Resident must promptly provide a key to Owner.

- 21. Abandonment.** Any personal property left on the Premises after Resident has vacated or has been evicted is considered abandoned. In the event of such abandonment and in accordance with Revised Code of Washington (RCW) 59.18.310, Owner may immediately enter the Premises and take possession of any property of Resident found on the Premises and may store the same in any reasonably secure place. Owner shall make reasonable efforts to provide Resident with a notice containing the name and address of Owner and the place where the property is stored and informing Resident that a sale or disposition of the property shall take place pursuant to this lease section and RCW 59.18.310, and the date of the sale or disposal, and further informing Resident of the right under RCW 59.18.230 to have the property returned prior to its sale or disposal. Owner's efforts at notice under this subsection shall be satisfied by the mailing by first class mail, postage prepaid, of such notice to Resident's last known address and to any other address provided in writing by Resident or actually known to Owner where Resident might receive the notice. Owner shall return the property to Resident after the Resident has paid the actual or reasonable drayage and storage costs whichever is less if the Resident makes a written request for the return of the property before the Owner has sold or disposed of the property. After forty-five days from the date the notice of such sale or disposal is mailed or personally delivered to Resident, Owner may sell or dispose of such property, including personal papers, family pictures, and keepsakes. Owner may apply any income derived therefrom against moneys due Owner, including actual or reasonable costs whichever is less of drayage and storage of the property. If the property has a cumulative value of fifty dollars or less, the Owner may sell or dispose of the property in the manner provided in this section, except for personal papers, family pictures, and keepsakes, after seven days from the date the notice of sale or disposal is mailed or personally delivered to Resident: PROVIDED, that the Owner shall make reasonable efforts, as defined in this section, to notify Resident. Any excess income derived from the sale of such property under this section shall be held by Owner for the benefit of Resident for a period of one year from the date of sale, and if no claim is made or action commenced by Resident for the recovery thereof prior to the expiration of that period of time, the balance shall be the property of Owner, including any interest paid on the income.
- 22. Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
- 23. Breach by Resident.** Violation of the terms within this Lease would be considered a breach of the Lease and may be cause for eviction. Owner may, at its option, enforce the performance of this Lease and/or give notice to Resident of its election to terminate this Lease. If Resident does not pay Rent by the due date, Owner may serve, mail and/or post a 3-Day Notice to Pay Rent or Vacate in accordance with RCW 59.12 et.seq. and/or RCW 59.18 et seq. If the Rent is not paid within the time specified in the 3-Day Notice, Owner may evict the Resident, terminate this Lease and/or pursue all of its rights and remedies under the Lease and Washington law. If Owner employs an attorney or collection agency as a result of a breach or default by Resident under the Lease, Resident assumes all reasonable attorney and collection costs, regardless of whether a lawsuit is filed.
- 24.** If Resident fails to comply with any of the terms of this Lease, including, but not limited to, damaging the Premises or violating any of the rules and regulations contained in the Community Handbook, or other restrictions, Owner will give Resident written notice ("Notice of Violation/Breach") of the violation/breach. If the damage is not repaired or the violation/breach is not cured within the time period specified in the Notice of Violation/Breach (not less than five (5) days from the date notice is provided), Owner may correct the violation/breach or damage and charge the cost to Resident and/or

serve upon Resident a 10-Day Notice To Cure or Vacate. If the violation/breach/default is not remedied by Resident within ten (10) days after service of the 10-Day Notice To Cure or Vacate, Owner may evict the Resident, terminate this Lease and/or pursue all of its rights and remedies under the Lease and Washington law. If Owner employs an attorney or collection agency as a result of a breach or default by Resident under the Lease, Resident assumes all reasonable attorney and collection costs, regardless of whether a lawsuit is filed.

25.

Notice is hereby given that Resident is responsible for paying any fines, penalties, or other assessments charged because of Resident's failure to comply with the terms of this Lease.

If the breach of this Lease is due to Resident's, Occupants', and/or guests' use of the Premises for unlawful purposes, or if Resident, Occupants or guests cause or threaten to cause injury to any person, Owner may terminate this Lease in accordance with the terms of the Lease and/or Washington law.

Neither Owner nor Resident shall forfeit or waive any existing or future right or remedy by pursuing a lawsuit. Neither Resident's eviction by a court nor Owner's Service of a 3-Day Notice to Pay Rent or Vacate or a 10-Day Notice to Cure or Vacate shall release Resident from liability for payments due under the Lease for the term of the Lease. Neither Resident's eviction by a court nor Owner's Service of a 3-Day Notice to Pay Rent or Vacate or a 10-Day Notice to Cure or Vacate shall release Resident of any of its other obligations under the Lease for the term of the Lease.

Owner's acceptance of rent or other payments due under the Lease shall not be deemed to be a waiver of any preceding or currently existing breach or default by Resident, regardless of Owner's knowledge of such breach or default at the time of the acceptance of the payment. No delay or omission in the exercise of any remedy of Owner in regard to any breach or default by Resident shall impair such a right or remedy or be construed as a waiver. Any waiver by Owner of any breach or default must be in writing and shall not be a waiver of any other breach or default concerning the same or any other provisions of this Lease.

26. **Security.** Resident acknowledges that Owner has not made any written or oral representations concerning the safety of the Neighborhood or the effectiveness or operability of any security devices or security measures.

Resident acknowledges that Owner does not warrant or guaranty the safety or security of Residents, Occupants, and their guests or invitees against criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

27. **Estoppel Certification.** Resident will, at any time and from time to time, upon not less than fifteen (15) days prior request by Owner, execute, acknowledge and deliver to Owner a statement in writing, executed by Resident, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and the dates to which the additional Rent and other sums payable hereunder have been paid, (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Resident does not have any actual or pending claim against Owner. If Resident fails to execute such "Resident's Certification of Terms—Estoppel Certification" (the "Certification"), it will be deemed an acknowledgment by Resident that the Certification, as submitted by Owner, is true and correct and may be relied upon by any lender or purchaser. If Resident is deployed when such request is made, Resident shall sign the Certificate, if true, within ten (10) days of actual receipt of notice thereof after returning to the United States.

28. Hold Harmless. Owner will not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee, unless the injury or damage is due to the specific negligence of Owner. Except as otherwise provided by law and this Lease, Owner will not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Owner supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Owner. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services.

Owner shall not be liable to Resident for any lack of access to the Premises, the Neighborhood, or any other land under the control of the Federal Government.

29. Delivery of Premises. Owner will make its best effort to make the Premises available to Resident on the day this Lease is scheduled to begin. However, circumstances beyond Owner's control such as weather or acts of God may make Premises unavailable on the scheduled date. If any such delay does occur, Rent will not be due until the Premises is available to Resident. Either party may end this Lease by written notice to the other party if the Premises is not available within thirty (30) days after the Commencement Date, and any payment(s) made under this Lease will be refunded.

30. Resident's Obligations Upon Vacating the Premises. Resident has certain obligations prior to termination of this Lease and vacating the Premises. The obligations include:

- a. Resident shall (i) give Owner all keys or entry devices to the Premises and any common areas; (ii) vacate and surrender the Premises to Owner, empty of all persons; (iii) vacate any and all parking and/or storage space; (iv) clean and deliver the Premises to Owner in accordance with the Cleaning Guideline Checklist in the Community Handbook less ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Resident's forwarding address.
- b. All alterations/improvements left by the Resident at termination that are made by or caused to be made by Resident, with or without Owner's consent, shall be deemed abandoned and may be disposed of, or retained by, Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- c. Owner shall perform a pre-move out inspection and inform the Resident in writing of any potential move-out charges that may be assessed. At Resident's option, Resident may attend such pre-move out inspection. Resident shall be given an opportunity to remedy identified deficiencies exceeding normal wear and tear prior to Lease termination, consistent with the terms of this Lease. Deficiencies identified in the pre-move out inspection and not remedied by Resident will be remedied by the Owner and associated costs will be the responsibility of the Resident.
- d. Owner shall perform a final move-out inspection at the time the Resident vacates the Premises. Resident or a Resident appointed representative must attend such final move-out inspection, using the Move-In/Move-Out Property Condition Report that was used to record the condition of the Premises at the Lease Commencement Date to itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. If Resident or a Resident appointed representative does not attend such final move-out inspection of the Premises, Resident will accept Owner's assessment of damages. The Resident will be charged a cleaning fee if the Premises is not properly cleaned in accordance with the Cleaning Guideline Checklist. The Resident will be assessed charges for any damages to the Premises, except ordinary wear and tear.
- e. Move-out requirements are further specified in the Community Handbook.

31. Termination by Resident Prior to Expiration of Term.

- a. Resident that is a service member shall have the right to terminate this Lease if (i) the Resident is required to move pursuant to permanent change of station orders; (ii) the Resident receives temporary duty or deployment orders equal to or in excess of ninety (90) days duration to depart

- thirty-five (35) miles or more from the Premises; (iii) the Resident is discharged or released from active duty with the Armed Forces of the United States or Coast Guard; or (iv) the Resident dies during active duty. The remaining Resident that is a service member shall have the right to terminate this Lease as provided in the Servicemembers Civil Relief Act, as shall the Occupant(s) as provided in the Servicemembers Civil Relief Act. Resident shall provide notice to Owner of the reassignment or deployment orders no later than seven (7) days after receipt.
- b. In order to terminate this Lease under Paragraph (a) above, Resident (or in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Owner under special circumstances such as when military orders are received with less than thirty (30) days notice.
 - c. If two Residents are military members and only one Resident terminates this Lease under Section 29.a. above, the remaining Resident will not be required to terminate the Lease, but has the option to provide the Owner a written thirty (30) day notice of intent to vacate. If the senior service member is the terminating party, then upon the senior service member's early termination date, the remaining Resident shall be considered the senior service member and will pay Rent in accordance with Paragraph 4 above. All other terms and conditions of the Lease shall remain in full force and effect.
 - d. If only one Resident is a service member and if that Resident terminates this Lease under Section 29.a. above, the remaining non-military Occupant of legal age shall not be required to terminate this Lease, but has the option to terminate or extend the Lease and permission will be given on a case-by-case basis. In the event such non-military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then-current term shall continue to be the monthly Rent immediately prior to termination by the military Resident.
 - e. Resident has the option to terminate this Lease prior to the Lease Expiration Date as shown on Page 1, Number 4.b., for any reason not specified herein. Resident must submit to Owner at least thirty (30) days prior to the early termination date, a request in writing and a \$250 Early Termination Fee, together with any outstanding Rent already accrued or other amounts owed to Owner pursuant to the terms of this Lease.

32. Termination by Owner Prior to Expiration of Term.

- a. Owner may terminate this Lease if Resident is in default under any of the covenants, terms or conditions of this Lease including the rules and regulations contained in the Community Handbook.
- b. In addition, Owner may terminate this Lease for the following reasons:
 - i. Failure to vacate the Premises and Neighborhood with notification by the Installation Commanding Officer.
 - ii. Misuse or illegal use of the Premises, or conduct of Resident, Occupants, and/or guests which is detrimental to Neighborhood safety and health.
 - iii. Unacceptable care of or damage to Premises.
 - iv. When the Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises.
 - v. Use of the Premises for illegal activities or commercial transactions not permitted in advance in writing by Owner.
 - vi. For criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Criminal activity includes, but is not limited to, felonies and misdemeanors.
 - vii. Construction and extensive renovations and repairs of the Premises and/or common areas, which may require Resident to vacate the Premises, as set forth in the Relocation Addendum.

- 33. Renter's Insurance.** Owner's insurance covers the Premises and contents provided by Owner. Owner will provide insurance coverage of a minimum of \$10,000 for loss of Resident's personal property at no cost to Resident. The insurance provides replacement cost coverage with a \$250 deductible payable by Resident. Limited coverage is provided for high value items such as jewelry, silverware, antiques, etc. Owner will provide documentation of insurance coverage to Resident upon request. Insurance coverage details are contained in the Renter's Insurance Summary attached to this Lease. Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of these coverage amounts.
- 34. Firearms/Weapons.** The possession of personal firearms, government-owned arms, ammunition, and any other weapons will be in accordance with the laws of the State of Washington and all other applicable laws and ordinances. All firearms must be registered with the Owner within three (3) days of occupancy or procurement of firearms. Firearms and ammunition must be stored separately in safe, locked locations. Loaded guns in the Premises are prohibited. Displaying or discharging a weapon in the Neighborhood is prohibited. Hand grenades, bombs, and blasting explosives are also prohibited. Residents living in on-base communities will be expected by the Installation Commanding Officer to be aware of and follow all Department of Navy and Installation rules and regulations, including OPNAVINST 5530.14 series, Navy Physical Security and Law Enforcement Program, and any other orders, directives or instructions issued by the Department of Navy or Installation Commanding Officer regarding the possession of personal weapons on board the Navy Installation. Violation of the provisions of these weapons policies is cause for immediate Lease termination and eviction from the Premises.
- 35. Registered Sex Offender Disclosure.** Under Government policy, except where prohibited by law or otherwise waived by the Installation Commanding Officer, no person convicted of a criminal offense requiring registration per the National Guidelines for Sex Offender Registration and Notification Act (SORNA) may reside in the Premises. If Resident or any person living in the Premises becomes a registered/convicted sex offender after the Lease Commencement Date, then Resident shall immediately take the actions required by Government regulations, including notification to the Owner and the submission of any required reports. Any Resident or person living in the Premises found to be a registered sex offender after taking occupancy shall be in default of the Lease and subject to termination of tenancy.
- 36. Debarment.** If Resident, Occupant, or any person living in the Premises is debarred from the Installation by the Commanding Officer in accordance with the authority provided in 18 U.S.C. § 1382, Resident shall vacate the Premises and the Lease shall terminate not later than thirty (30) days from the date of the debarment. It shall then be lawful for Owner to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made. Owner shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by Resident, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, said Owner may relet the Premises for the remainder of said term and recover from Resident any deficiency between the amount so obtained and the rent herein required to be paid.
- 37. Commanding Officer Authority.** Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commanding Officer over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation or military custom to include the right at all times to order the permanent removal and debarment of anyone from the Installation, including but not limited to Resident, Occupant, or any person living in the Premises. Except as provided above, nothing in this Lease shall be construed to diminish, limit or restrict any right of Resident under this Lease or the rights of residents as prescribed under any resident leases or applicable law.
- 38. Notices.**
- a.** To Resident – Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing; (ii) it is addressed to Resident at the Premises; and (iii) it is personally

delivered to the Resident or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked.

- b. To Owner – Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth on Page 1, Number 15, of this Lease. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked. This notification section does not apply to monthly payment of Rent.

39. Change in Ownership/Subordination. This Lease and Resident's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans, or leases on the building or land.

40. Severability. If one or more of the paragraphs of this Lease are determined to be invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end, the provisions of this Lease are declared to be severable.

41. Controlling Document. In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease and any other exhibits or attachments to this Lease, then the provisions of this Lease shall, in all respects, govern and control.

42. Government's Right to Restrict Access for Security Reasons. Owner and Resident acknowledge that the Government, as represented by the DoN, has reserved the right to impose access restrictions upon all Residents from time to time as security considerations may require. Such restrictions may include identification checks, searches of vehicles and persons, and any other measures appropriate to the situation. Access to the Premises may be restricted or denied at the discretion of the Commander, NAVREGNW, depending on the nature and severity of the specific force protection or defense conditions. Residents shall not make any claim against Owner if the DoN imposes such restrictions.

43. Confidentiality of Resident Records. Owner shall not release financial information about a Resident or prospective Resident to a third party, other than a Resident's Rent payment record and the amount of Resident's periodic rental payment, without the prior written consent of Resident or prospective Resident, or upon service on Owner of a subpoena for the production of records. This section shall not preclude Owner from releasing information pertaining to a Resident or prospective Resident in the event of an emergency. If rental history or other information on Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.

44. Choice of Law. Owner and Resident agree that the Lease and the contractual relationship between the parties shall be construed exclusively in accordance with and shall be exclusively governed by:

Federal substantive law, except that the following state law shall apply: Washington Residential Landlord-Tenant Act of 1973, RCW Title 59 Chapter 18 and Chapter 12.

The Owner, its agents, and employees are pledged to both the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. Owner strictly abides by all applicable federal, state, and local laws. Management does not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, as well as for marital status, creed, the presence of sensory, mental or physical disability or any other protected classes under state or local law.

Resident has read and understands this Lease and agrees to be bound by all of its covenants, terms and conditions. Resident acknowledges that Resident has received a duplicate original of this Lease.

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

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

Read this entire brochure to learn:

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

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

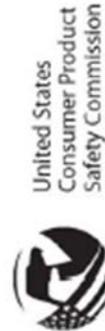
- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on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

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

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



Protect Your Family From Lead in Your Home



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



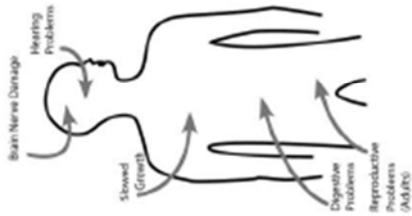
Women of childbearing age should know that lead is dangerous to a developing fetus.

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

Health Effects of Lead

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

- In children, exposure to lead can cause:**
- Nervous system and kidney damage
 - Learning disabilities, attention deficit disorder, and decreased intelligence
 - Speech, language, and behavior problems
 - Poor muscle coordination
 - Decreased muscle and bone growth
 - Hearing damage



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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

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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

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Reducing Lead Hazards

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

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



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

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

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

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

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Reducing Lead Hazards, continued

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

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

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

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

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



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

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

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

Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in lead crystal or lead-glazed pottery or porcelain may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)	Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES-05-4 Boston, MA 02109-3912 (888) 372-7341	Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-2704
Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)	Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact U.S. EPA Region 2 2800 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671	Regional Lead Contact U.S. EPA Region 7 11201 Bernier Blvd. WWPD/EOPE Lenexa, KS 66219 (800) 223-0425
Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)	Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088	Regional Lead Contact U.S. EPA Region 8 1595 Wyrnkloop St. Denver, CO 80202 (303) 312-6966
Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)	Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW Atlanta, GA 30303 (404) 552-8068	Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Havethorne Street San Francisco, CA 94105 (415) 947-4280
Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)	Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact U.S. EPA Region 5 (DT-8U) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-7836	Regional Lead Contact U.S. EPA Region 10 Solid Waste & Toxics Unit (WCHA-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410
EPA-702-R-12-001
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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).