Residential Lease Agreement

**THIS RESIDENTIAL LEASE AGREEMENT** (hereinafter referred to as the “Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_ by and between \*[INSERT NAME OF LANDLORD]\*, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “**Landlord**”) and \*[INSERT NAME OF TENANT OR TENANTS]\*, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter [IF MORE THAN ONE: collectively] referred to as “**Tenant**”).

WITNESSETH:

**WHEREAS**, Landlord is the owner of a certain \*[home]\* \*[studio apartment unit]\* \*[one-bedroom apartment unit]\* \*[two-bedroom apartment unit]\* or \*[other]\* having a street address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “**Premises**”).

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term**.\*[Landlord leases to Tenant and Tenant leases from Landlord the Premises for a term of \_\_\_ (\_\_) year[s] commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_\_\_\_, 20\_\_\_ (the “**Term**”).]\* **OR** \*[Landlord leases to Tenant and Tenant leases from Landlord the Premises on a month to month basis beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “**Term**”).]\*
2. **Use of Premises**. The Premises shall be used and occupied by Tenant, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant’s immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord’s written consent to such use. Guests of Tenant are allowed for periods not lasting for more than two (2) weeks unless otherwise approved by Landlord in writing. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Further, Tenant shall not engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located nor shall Tenant do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy.
3. **Furnishings and Appliances**. The Premises are: \*[fully furnished.]\* OR \*[not furnished.]\* The following appliances are included in the Premises: stove, oven, refrigerator, \*[dishwasher]\* \*[air conditioner]\* \*[washer and dryer]\*.
4. **Rent**. Tenant covenants and agrees to pay rent for the Premises in equal monthly installments of **$\_\_\_\_\_\_\_\_\_\_\_** each (“Rent”), without demand or set off. Rent is due on or before the first day of each month during the Term of this Agreement. Time is of the essence. Rent shall be delivered to Landlord at the address set forth at the beginning of this Agreement. Rent payments must be made by check or money order. Rent payments may not be made in cash. If the beginning of Term commences on a day other than the first of the month, rent for the fractional portion of the month must be paid along with a full month’s rent, prior to occupancy by Tenant.
5. **Late Charges**. Tenant shall incur a late charge for any payment of Rent or other payment due hereunder which is received by Landlord more than five (5) days after the same is due. The late charge will be equal to five percent (5%) of such late payment. Tenant shall also incur an additional charge equal to the greater of $30 or the current bank charge for dishonored or returned checks for any check that is returned or dishonored for any reason. After a rent check is returned or dishonored, Landlord may require all future payments to be made in certified funds. All payments received by Landlord will first be applied to any late payment penalties before being applied to rent.
6. **Security Deposit**. \*[N/A]\* **OR** \*[Tenant shall pay Landlord, upon execution of this Agreement, a refundable security deposit in the amount of **$**  (the **“Security Deposit”**). Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part for payment of any unpaid rent or other amounts due because of an unperformed covenant or agreement by Tenant, to the extent permitted by law. In the event the Security Deposit is so applied, Tenant shall, at Landlord’s written request, return to the Landlord an amount sufficient to fully restore the Security Deposit. Failure to so restore within five (5) days shall constitute a default hereunder. Tenant’s liability is not limited to the amount of the Security Deposit. On termination of this Agreement and full payment of all amounts due and performance of all Tenant’s covenants and agreements (including surrender of the Premises in accordance with this Agreement), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant without interest within 21 days as required by law after Tenant surrenders the Premises. If more than one person signs this Agreement as Tenant, any Security Deposit required to be returned to the Tenant shall be deemed properly returned if it is mailed or given to any one of the persons who signs this Agreement or Tenant]\*.
7. **Utilities**. Landlord shall provide the following utilities: \*[electricity, heat and water and list any other included utilities, if any.]\* Any other utilities (including telephone, internet and cable TV) shall be the responsibility of Tenant. Tenant specifically authorizes Landlord to deduct amounts of unpaid utility bills from its Security Deposit in the event the utility expenses remain unpaid and are charged to the Landlord after the termination of this Agreement. Tenant shall be responsible for having utilities discontinued upon leaving the Premises.
8. **Insurance**. Tenant agrees to (a) obtain reasonable and adequate insurance against all losses that could occur to Tenant or Tenant’s visitors while on the Premises, and (b) name Landlord as an additional insured on such insurance policy.

Tenant Initials: \_\_\_ \_\_\_ \_\_\_ \_\_\_\_

1. **Condition Of Premises**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition, and Tenant accepts the Premises in its “AS IS” condition.
2. **Access**. On the first day of the Term of this Agreement, Landlord agrees to give access to the Premises to Tenant in the form of keys, fobs, cards or any type of keyless security entry as needed to enter the Premises. If any replacements are needed, Landlord may provide them for a fee. At the end of the Term of this Agreement, Tenant shall return all access keys, fobs and cards to Landlord or a fee will be charged to Tenant and subtracted from the Security Deposit.
3. **Assignment And Sub-Letting**. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord’s option, terminate this Agreement. Landlord may assign this Agreement in its sole discretion.
4. **Possession; Abandonment**: Landlord shall give Tenant possession of the Premises as provided herein. Tenant shall vacate the Premises and return all of Landlord’s property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination in accordance with its terms. Tenant shall surrender the Premises on the last day of tenancy provided under this Agreement, except that: (a) if Tenant vacates before the last day of tenancy provided under this Agreement, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to receive the notice on the second day after mailing; or (b) if Tenant vacates the Premises after the last day of tenancy provided under this Agreement, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement, its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, to Tenant’s obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. If Tenant’s personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property, and Landlord shall deal with it as provided by the law, Section 704.05(5), Wis. Stats.
5. **Hazardous Materials**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
6. **Parking and Vehicles**. Landlord shall provide \*[\_\_\_ outdoor parking stall(s)]\* OR \*[\_\_\_ indoor garage parking stall(s)]\* to Tenant \*[for a fee of $\_\_\_\_ per month to be paid on a monthly basis on the first day of the month in addition to payment of the Rent.]\* Except for automobiles, no vehicles (including, trucks, boats and boat trailers, campers, travel trailers, and motorhomes) may be parked in or on the property without Landlord’s prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only in a parking stall or garage. No vehicle may be parked on the grass. Landlord may impose additional parking regulations including limiting the number of vehicles which Tenant or Tenant’s guests may park on the property.
7. **Maintenance; Alterations and Improvements**. Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises in good condition as the Premises were at the beginning of the term, normal wear and tear excepted. Tenant shall not physically alter, paint or redecorate the Premises nor construct any improvements on the Premises without the prior written consent of Landlord, which consent shall be in Landlord’s sole discretion. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. Tenant shall not commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property of which it is a part. Tenant shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which the Premises are located. Landlord shall give Tenant written notice of the parties’ responsibilities regarding the maintenance of smoke detectors as required under the rules of the Department of Industry, Labor, and Human Relations, and each party shall fulfill its responsibilities under those rules. Tenant takes full responsibility for the Premises’ upkeep and compliance with all state, federal and local laws. Tenant agrees to immediately notify Landlord, in writing, of any noncompliance with any state, federal or local law.
8. **Entry by Landlord**. Landlord may enter the Premises occupied by Tenant at reasonable times with 24 hours’ advance notice to Tenant (via email, text message, phone, letter or in-person) to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage. Neither party shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of access to the Premises is a breach of this Agreement.
9. **Liens**. Tenant shall not have the right or authority to encumber the Premises nor to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall not take any action which results in the Premises becoming encumbered by a mechanic’s lien.
10. **Pets**. Pets (are) (are not) permitted. \*[If permitted, Tenant agrees to pay a non-refundable pet fee of $200.00 per pet. The pet fee does not preclude additional damage fees being charged by Landlord in the event damage to the Premises results from Tenant’s pet(s) residing in the Premises. Should Tenant harbor an undisclosed pet, it will be deemed a material breach of this Agreement and the Landlord may elect to terminate this Agreement based upon such violation. Tenant specifically understands and agrees: (a) No pet which is attack-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the Premises; (b) Tenant is solely responsible for any and all damage to the Landlord’s property caused by Tenant’s pet(s), including, but not limited to damage to carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery; (c) Tenant is responsible for any and all damage or loss to persons or property of others caused by the Tenant's pet(s) and in this regard does hereby agree to hold the Landlord harmless for any such damage; (d) all of Tenant’s pet(s) shall be cared for and maintained in a humane and lawful manner; (e) all pet waste on the Premises shall be removed and disposed of promptly; and (f) all pet(s) shall be maintained so as to not cause annoyance to other residents or neighbors.]\*
11. **Waterbeds**. Waterbeds are not permitted.
12. **Smoking**. NO SMOKING IS ALLOWED IN THE PREMISES OR IN THE BUILDING IN WHICH THEY ARE LOCATED.
13. **Rules**. Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Any failure by Tenant to comply with such rules is a breach of the Lease and may result in eviction of Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the Premises. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part.
14. **Mortgage**. Tenant agrees that this Agreement is and shall be subject and subordinate to all mortgages now or hereafter placed on the Premises.
15. **Damage by Casualty**. If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.
16. **Tenant’s Hold Over**. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions including rent renewal upon thirty (30) days written notice served by either party.
17. **Surrender Of Premises**. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.
18. **Quiet Enjoyment**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant’s performance of all Tenant’s agreements contained herein and Tenant’s observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **Indemnification**. To the extent permitted by applicable law, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. To the extent permitted by applicable law, Tenant shall indemnify, save harmless and defend Landlord from and against any and all suits, claims, actions, damages, liability and expenses, including reasonable attorneys’ fees in connection with loss of life, personal injury and/or damage to Property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant. This section does not impose liability on Tenant for personal injury arising from causes clearly beyond Tenant’s control or property damage caused by natural disaster or by persons other than Tenant or Tenant’s guests or invitees. This section does not require Tenant to pay attorney fees or costs incurred by Landlord in any legal action or dispute arising under this Agreement.
20. **Breach; Termination**. Failure of either party to comply with any provision hereof is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach, Tenant commits a similar breach, this Agreement may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any lease term.
21. **Governing Law**. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin. Landlord and Tenant understand their rights and obligations under this Agreement are subject to statutes, rules and ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances.
22. **Severability**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
23. **Binding Effect**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
24. **Descriptive Headings**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
25. **Construction**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
26. **Non-Waiver**. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant’s duties and liabilities hereunder.
27. **Modification**. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
28. **Liability of Multiple Tenants**. All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Agreement.
29. **Notice**. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to the addresses set forth at the beginning of this Agreement. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
30. **Lead Based Paint**. (check one)

[ ]  - The Premises was built prior to 1978 and there is an attachment titled the ‘Lead-Based Paint Disclosure’ that must be initialed and signed by the Landlord and Tenant.

[ ]  - The Premises was not built prior to 1978.

1. **Roman Catholic Morality Clause**. Tenant acknowledges that the Premises are owned by a Roman Catholic Parish within the Diocese of Madison. Tenant agrees that Tenant shall engage in no activity or function inconsistent with the teachings of the Roman Catholic Church. In the event that any such activity occurs, the Landlord may at its sole and absolute discretion terminate this Agreement. Landlord and Tenant hereby acknowledge the fact that Landlord is, and always has been identified as, a nonprofit entity operating within the Roman Catholic tradition of teaching and charitable works, and that Landlord’s religious reputation is of primary importance to it. In furtherance of the foregoing, Tenant agrees that, as a material term and condition of this Agreement, it will not act in any way, either within or without the lease relationship herein established, to cause damage to Landlord’s religious reputation. If, in Landlord’s reasonable exercise of its sole discretion, Tenant does act in such a way that Tenant’s association with Landlord, through this Agreement, causes public damage to Landlord’s religious reputation, or acts in any way contrary to Catholic faith and morals, within the community served by it, Landlord may terminate this Agreement as if a material breach occurred. Said termination shall be effective as of a date determined by Landlord and set forth in writing to Tenant.
2. **City of Madison Tenant & Landlord Rights and Responsibilities**. If the Premises are located in the City of Madison, Wisconsin, Tenant acknowledges receipt, prior to signing this Agreement, of a copy the “Tenant & Landlord Rights and Responsibilities” document (Madison General Ordinance 32.06(2)).
3. **Special Provisions.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 202\_\_.

**LANDLORD**:

[INSERT NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As to Tenant this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_.

**TENANT**:

[INSERT NAME]

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

1. **Lead Warning Statement**

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

1. **Lessor’s Disclosure**
	1. Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

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

* 1. Records and reports available to the landlord (check one below)

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

[ ]  - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

1. **Tenant’s Acknowledgement**

[ ]  - Tenant has received copies of all information listed above.

[x]  - Tenant has received the pamphlet “Protect Your Family From Lead in Your Home”.

1. **Broker’s Acknowledgement**

[ ]  - Broker has informed the tenant of the tenant’s obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

1. **Certification of Accuracy**

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

**Landlord's Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant’s Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_