

SECTION 1

THIS LEASE AGREEMENT (“Lease”) is made between YOUNG AMERICA REALTY, INC, an Illinois corporation, as owner or agent for owner (“Lessor”), and Residents (as hereinafter defined).

1) Lessee, collectively referred to hereinafter as “Residents” and, individually, “Resident” _____

2) Premises: _____ at _____

3) Date of Lease: _____

4) Commencement Date: _____

5) Expiration Date: _____ by noon.

6) Annual Base Rent: _____ paid in _____ payments of _____ due monthly beginning on _____ and ending _____

7) Utility Tracking: _____ **Advanced by Lessor Annual Utility Tracking Fee: \$65.00/resident**
(E = Electric, W = Water, G = Gas, STV = Satellite Television, I = Internet. Residents shall be assessed a fee of \$3 per month per Resident for municipally-mandated recycling services. Residents agree to pay Lessor a Utility Tracking Fee per resident, due at the time of the Resident’s first monthly payment. See Section 2(IV) for details.)

8) Furniture & Services: _____ (total value; already included as part of rent)

9) Parking Spaces: _____ spaces for the unit, in a stickered, numbered, or driveway fashion

10) Administrative Fee: _____ (for each Resident, non-refundable)

11) Security Deposit: _____ (for each Resident)

12) Special Features & Provisions (if any):

Lessee acknowledges additional monthly charges for Damage Waiver Program and Credit Building Program unless voluntary opt-out process has been followed per lease addenda. Property built in _____.

Initials: _____

Lessor Find. It is agreed by Lessor and Residents that Lessor reserves the right to assign _____ other Residents to the Premises, provided that all Residents must give written consent prior to any male and female coed living arrangement within the Premises. Efforts by Lessor to identify additional Residents shall not waive Residents’ joint and several liability for all rental payments and any other obligations hereunder.

Initials: _____

Notice of No Agency. Thank you for giving Young America the opportunity to show you one or more units for possible rental. Young America has previously entered into an agreement with the property owner to provide certain property management and real estate brokerage services to the property owner. Young America and your Leasing Agent are not acting as your agent but as the agent of the property owner.

FOR OFFICE USE ONLY	New _____ Renew _____ Ind. Base/Mo. _____ Ind. Util/mo _____ Ind. Pymt: _____
	RESIDENT _____ LESSOR _____ Max Occ. _____ Occ. Notes _____
	Sales Agent: _____ Process Agent: _____

SECTION 2

I. DEFINED TERMS.

All words beginning with capital letters are defined in Section 1.

II. LEASED PREMISES AND TERM OF LEASE.

Lessor hereby leases to Residents, and Residents lease from Lessor, the Premises for a term beginning at 1:00 p.m. on the Commencement Date, and ending without notice at Noon on the Expiration Date. In addition, Lessor shall provide the following services: (i) common refuse facilities, and (ii) general building maintenance outside of the Premises. Residents hereby agree that the condition of the premises is in good and proper order and that they hereby take possession of the property in as-is condition with respect to the condition of the property and each item therein. Furnishings and appliances at the Premises at the time that Residents take possession shall remain in the Premises, and under the ownership and control of Lessor.

Any individual Resident shall be denied access to the Premises until all rent and deposits are current and any past due balance for any prior lease agreement entered into between Lessor and an individual Resident ("Prior Lease") have been paid in full. Further, Lessor expressly reserves the right, in Lessor's sole discretion, to terminate this Lease in its entirety, upon seven (7) days prior written notice, in the event any individual Resident has not paid in full to Lessor all past due balances arising under or pursuant to a Prior Lease. Residents shall vacate the Premises no later than Noon on the Expiration Date and if any Resident fails to vacate the Premises by said time they shall pay as additional rent a sum equal to \$1,000.00 for each day that passes, in addition to damages allowed by law. Each Resident agrees that Lessor may attempt to sublease any part of the Premises if any amounts due under this Lease have not been paid by the Commencement Date, and each Resident shall remain liable for all amounts unpaid under this Lease. Efforts by Lessor to mitigate damages caused by Resident's breach shall not waive Lessor's right to recover damages. Each Resident shall occupy no more than one bedroom so that all Residents in the Premises have separation and independence from one another as it relates to the bedrooms. Bedrooms may be labeled for convenience but are not assigned by Lessor to specific residents.

III. RENT.

A. Resident agrees to pay Lessor, as rent for the Premises, the Annual Base Rent, due on the first day of each calendar month, except as otherwise expressly provided in Section 1. If any portion of a rental payment is received by Lessor after the payment due date, then the Resident shall also pay a late charge equal to 10% of the unpaid rent. Upon breach of any provision of this Lease, all rental payments remaining unpaid hereunder shall be deemed accelerated and immediately due and owing. Any rental payments made by Residents or on behalf of the Residents shall not be refundable regardless of circumstances. Further, the Resident acknowledges that this type of property would be extremely difficult to re-rent during the term of the Lease given its nature as student housing, and therefore this acceleration provision is reasonable with all rents and other charges immediately due and owing if the Resident fails to occupy the Premises for the entire term of this Lease for any reason.

B. If a Resident is a student, withdrawal or dismissal from the school shall not terminate the obligation of the Resident hereunder and the Resident shall remain liable for all rents and any other obligations pursuant to this Lease.

C. Joint and Several Liability: If there shall be more than one Resident, each of them shall be jointly and severally liable for all rental payments and any other obligations hereunder.

D. Unpaid security deposit, late fees, damages and utility bills, including overage amounts, shall be deemed unpaid additional rent for the purposes of the statutory 5-day notice requirement for unpaid rent necessary for filing of a Complaint for Forcible Entry and Detainer and any payments received by Lessor shall first be applied to these unpaid amounts. Each Resident agrees to pay a fee in the amount of \$50 each time a 5-day notice is served upon Resident in accordance with Paragraph XIV, B (Notices) of this Section 2.

E. Any default or breach of agreement under other leases with Lessor, or any premises managed by Lessor, including any outstanding past due balance, shall be deemed to be a breach of this Lease.

F. PARENT/GUARDIAN GUARANTY OF LEASE:

Lessor may require that individual Residents provide a Parent/Guardian Guaranty of Lease ("Guaranty"). In the event that the Guaranty has not been properly executed and delivered to Lessor within fifteen (15) days

of Date of Lease, then Lessor may, at Lessor's sole discretion, terminate this Lease upon written notice to such Resident.

G. Payment of rent by third parties shall not give third party any constructive or possessory rights to the Premises.

H. All rent and other payments due under this Lease shall be payable by ACH debit (direct transfer from Resident's bank account to Lessor's bank account) or such other electronic payment form as approved by Lessor, in Lessor's sole discretion, and Resident agrees to provide any information and authorization necessary to establish such ACH debit payments. If RESIDENT uses a payment form other than an approved electronic payment form, or if an ACH fails due to inaccurate information, then LESSOR will assess a \$5 fee for its receipt of each payment in a form other than electronic payment. Notwithstanding the foregoing, if the Premises is part of a property containing 100 or more residential units with an on-site management office, then no such fee shall be assessed when timely payment by check is presented at the on-site management office during regularly scheduled office hours.

I. Residents shall pay to Lessor a Non-Sufficient-Funds (NSF) fee of \$50 for each dishonored, returned, or rejected payment. This fee will be recognized as additional Rent due. Residents who incur more than one NSF fee during the term of this lease will be required to make further payments by certified funds.

J. Each Resident shall be enrolled into a positive rent reporting program described in the addendum entitled Resident Credit Building Addendum attached hereto and made a part hereof. A monthly fee of \$8 per Resident shall be assessed to each Resident coinciding with rent payment schedule. Residents may opt-out by following instructions outlined in said addendum.

IV. UTILITIES.

Residents agree that Lessor has not included any amount of the stated monthly rent to be used toward utilities. Lessor will pay utilities described above on behalf of the Residents and will bill Resident's account on a monthly basis, and Residents shall pay such bill within 10 days from Lessor providing such bill to Resident. If there shall be more than one Resident, each of them shall be jointly and severally liable for all utilities payments, associated fees and any other obligations hereunder. Further, in consideration for the administrative and other services provided herein by Lessor, Residents agree to pay Lessor an annual Utility Tracking Fee, which is a separate administrative and service charge, for each resident for the administrative and other services provided herein by Lessor, due at the time of the Resident's first monthly payment and which are separate and apart from the monthly utility charges. Information shall be available to any Resident upon request. When a utility service is on a shared meter with other units within the building, this utility cost will be allocated to each unit with the share of the bill based on the number of bedrooms in each unit. Resident is responsible for paying all utilities not provided by Lessor and shall make application in the name of one of the Residents for each utility not provided by Lessor to start on the Commencement Date or move-in date (if earlier and permitted by Lessor) and shall maintain such service through the Expiration Date. Residents are responsible for connecting and canceling all utilities not included in the Lease. If Residents fail to make application for such utilities, then Lessor is authorized to have utilities turned on in the name of Residents, and to charge Residents a fee in the amount of \$50 per utility for this service. Residents understand that temporary changes to the Premises could result in increased utility consumption. Examples of these changes include, but are not limited to: additional air conditioning units, space heaters, additional appliances such as mini refrigerators, etc. Upon breach of any term of this Lease, Lessor may suspend internet service provided to the Premises.

V. LESSOR PROVIDED INTERNET.

Lessor provided internet will be billed monthly to each Resident according to the following schedule:

One-bedroom or studio units:	\$25 per Resident
Two-bedroom units:	\$20 per Resident
All other units:	\$16 per Resident

V. SECURITY DEPOSIT.

Each Resident agrees upon execution of this Lease to deposit with Lessor the amount stated in Security Deposit to be applied against damage to any part of the Premises or Lessor's property or the furnishings therein, unpaid utility bills, keys not returned, unpaid rent, cleaning expense upon vacation by Residents, or any other expense or loss caused by any Resident (including their guests). The deposit does not represent the limit of liability for any Resident. If costs exceed the deposit, Lessor may invoice Residents, and payment is due within 10 days of receipt. Said

deposit shall be applied to any of the aforesaid costs unless said damage is paid or reimbursed by Residents prior to the end of the term of this Lease. In such event or in the event there is no such costs, a refund of the balance of the deposit shall be made to Residents, in equal shares, by ACH deposit to such Resident's account within thirty (30) days after the later of all Residents' vacating the Premises or the Expiration Date. Resident agrees to provide any information and authorization necessary for Lessor to make such ACH deposit. In the event Lessor must send such amount via paper check by regular mail, Lessor shall have the right to deduct its fee for such paper check from such amount. Such refund shall be made after inspection of the Premises by Lessor, and refunded as required by law. **The deposit shall be held in Lessor's business account and Residents waive the right to have deposit held in an escrow account as otherwise provided by law.** Lessor's assessment of any such loss or damage shall be binding upon Residents. Any damage to the Premises, owner's property or furnishings caused by any Resident or their guests may be repaired immediately by Lessor and shall be paid or reimbursed immediately by Residents upon demand. Residents who renew their apartment for a continuation of their lease will have any Security Deposit currently held by Lessor retained into this lease, minus any applicable charges.

VI. ADMINISTRATIVE FEE.

Each Resident agrees upon execution of this Lease to pay Lessor the amount stated in Administrative Fee in Section 1(10) of this Lease. Each Resident acknowledges and understands the Administrative Fee is a one-time, **non-refundable** payment to Lessor to cover administrative and other expenses. The Administrative Fee **is not** a security deposit, which the Lessor may separately collect as provided for elsewhere in this Lease. In addition, each Resident acknowledges and understands the Administrative Fee does not limit the liability for any Resident.

VII. PARKING.

Lessor shall provide the number of parking spaces stated in Parking Spaces, which may be "stacked" parking as such term is defined by the Town of Normal, Illinois (the "Town"). Vehicles shall be parked only in designated areas and shall not be driven or parked on grass, yard or sidewalk. Vehicles must be parked in compliance with local ordinances and policies posted in the parking lot. Vehicles that obstruct collection of refuse containers shall be towed at Residents' expense. Ordinance violations and fines to Lessor caused by any Resident's actions shall be assessed to and paid by Residents and shall be deemed a breach of this Lease.

VIII. USE & CARE OF THE PREMISES.

Lessor expressly reserves the right, in Lessor's sole discretion, to terminate this Lease in its entirety, upon seven (7) days prior written notice, in the event any individual Resident has proven themselves a nuisance to the Lessor or other residents in a building through significant or repeated violations of behavioral policies arising under a Prior Lease.

A. Premises shall be used by Residents solely for residential purposes. Further, Residents shall not permit any unlawful or immoral practices to be committed upon or near the Premises, nor use the Premises for any purpose nor in any manner that will increase the insurance rate thereon. Further, the use of the Premises by Residents shall be in a manner consistent with the rights of other residents of Lessor's property and in accordance with any Federal (including the Controlled Substances Act), State or local laws and ordinances and so as not to cause undue disturbance. Residents will not allow any other persons to occupy Premises for more than three consecutive days and ten total days during the term of this Lease. Residents shall be responsible for the actions of their guests and shall not allow guests on the Premises outside of the Resident's personal presence. Lessor shall not be responsible for the actions of other Residents of the Lessor's property or their guests.

B. Utility Consumption: Residents agree to immediately report damage or maintenance (including, but not limited to, running toilets, water leaks or broken air conditioning units) needs to Lessor. Residents shall not run the air conditioning or heat with the windows and/or doors open, or leave lights on continuously. Lessor shall not be responsible for excessive utility costs related to increased consumption caused by such actions.

C. Residents shall be subject to a fee each time Lessor investigates any incident related to any Residents' use of Lessor's surveillance cameras. A fee schedule shall be made available at the Residents' written request.

D. Resident is responsible for maintaining a valid email address and phone number on file with the Lessor.

E. Each Resident shall be liable jointly and severally for any damage to any part of the Premises or Lessor's property or the furnishings and appliances therein. Damages to common areas of the building outside the

leased Premises will be assessed against all Residents of the Lessor's property on a joint liability basis unless conclusive proof of responsibility can be determined by Lessor. Upon termination of this Lease by expiration or otherwise, Residents shall yield up immediate possession of Premises to Lessor in as good and clean a condition as when received by Residents, suitable for immediate lease to another Resident and any loss, cost or expense occasioned by Residents' failure to do so shall be paid by Residents. Lessor will not be responsible for cleaning of renewal units where one or more Resident continues to occupy the same Premises from the prior year.

F. Lessor does not supply or replace water filters in refrigerators. If Resident's wish to change them they may do so at their own expense.

G. At Lessor's sole discretion, Lessor may accept a \$500 payment from Residents within ten (10) days of any Resident's receipt of a 10-day notice for a breach of this Lease, and in consideration of such payment allow Residents to retain possession of the Premises. Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:

1. Residents shall not allow any pets or animals in the Premises, or in the common areas or parking lots, or in or around the Lessor's property. Violations shall be cause for eviction. To avoid the filing of a Forcible Entry and Detainer action and at Lessor's sole discretion, the Residents shall pay Lessor the sum of \$750 within ten (10) days of receipt of Lessor's notice to quit and permanently remove all such pets or animals. Payment of said sum shall in no way grant Residents consent to maintain such pet and Residents shall be in breach of this Lease, and subject to future citations.

2. Residents shall store all personal items and Lessor provided furnishings within the Premises.

3. Lessor permits pictures or other object to be affixed to the walls using only small tacks or nails. Wall anchors, command strips, and adhesive tape (including adhesive backed LED light strips) are likely to damage the walls and will result in damage charges.

4. Residents shall not permit or allow any rubbish, waste materials or other products to accumulate upon or near Premises and shall maintain the same in a reasonably clean condition at all times. Residents are responsible for putting out garbage and returning cans to storage areas in compliance with all ordinances and regulations.

5. Padlocks, chain locks, or locks of any type on any door exterior or interior are prohibited except locks installed by Lessor. Unauthorized locks will be removed at the Resident's expense.

6. Residents shall not host any parties which exceed 20 people in number (or such lesser amount in the reasonable discretion of Lessor), and/or is considered to cause undue noise or disturbance to the occupants of neighboring dwelling units. Violations shall be cause for eviction. Illegal activities are prohibited at any time and shall be cause for eviction.

7. Residents shall not cause any littering on or about the Premises. Excessive littering shall subject the Residents to a clean-up fee, at the discretion of the Lessor, in the amount of \$100 for the first occurrence and increasing by \$50 per occurrence thereafter. Residents and their guests shall not throw bottles, cans, or other items from balconies or windows. Such actions shall subject the Residents to a fine in the amount of \$500 for the first occurrence and increasing by \$250 per occurrence thereafter. All fines shall be paid by Residents to Lessor upon demand. Repeated incidents of littering or throwing debris from balconies shall be cause for eviction.

8. Residents shall not make changes, temporary or permanent, to the Premises, nor install air conditioning units or paint the Premises without prior written consent of Lessor.

9. Candle burning is prohibited by Lessor, and Residents shall be responsible for any damage resulting therefrom to the Premises and its contents, as well as damage to Lessor's property and the personal property of other residents of Lessor's property.

10. Residents further understand that this is an entirely smoke-free property and agree to strictly refrain from any smoking (including, but not limited to: tobacco, cannabis, and vaping) in the Premises, and all hallways and common areas within the Lessor's property. Residents shall be assessed and pay a \$500.00 fine for each violation plus any and all costs required (as determined by Lessor, Lessor's sole discretion) to remove such odors from the Premises due to any smoking, including but not limited to repainting, replacing flooring and replacing upholstered furniture. Residents shall be responsible to pay any and all costs associated with repairing damage to the Premises or Lessor's property caused by smoking or burns, which may include but is not limited to

furniture replacement, flooring replacement, and full painting of the Premises.

11. Grills are strictly prohibited at or near the Premises.

12. No signage or banners shall be displayed on the exterior of the Lessor's property without Lessor's written consent.

13. Residents agree to maintain sufficient heat in the Premises so as to prevent freezing of water pipes and other plumbing, particularly in the event Residents are absent for extended periods such as holidays. Residents shall be liable for any damage caused by such action. Additionally, Residents shall be liable to Lessor for a charge of \$75 for each occurrence of the heat being set 55 degrees Fahrenheit.

14. Kegs of beer are prohibited on the Lessor's property, including inside the Premises. Residents may be assessed a \$500 fine for each of Residents' kegs found at Lessor's property, regardless of whether keg was consumed on the property.

15. No hygiene products or products labeled "flushable" or "biodegradable" other than traditional toilet paper may be disposed of through sinks, toilets, or drains. Lessees accept financial responsibility of repairs if these products are found in their drain.

16. Residents shall supply their own light bulbs, shower curtains, and smoke detector batteries, as needed.

H. Lessor expressly reserves the right to terminate this Lease in its entirety, upon seven (7) days prior written notice, in the event Lessor determines any individual Resident has had a Prior Lease terminated by Lessor because of a breach by any individual Resident of any of the tenant conduct provisions contained in the Prior Lease.

IX. DAMAGE TO RESIDENTS' PROPERTY.

Lessor shall not be liable for any loss or damage to Residents' personal property. Residents covenant and agree to make no claim against Lessor, its agents or employees, for any damage, personal injury or loss of use of such personal property related to any Residents negligence. If Premises is rendered uninhabitable due to fire or other cause, Lessor shall not be obligated to provide housing for Residents, and this lease may either be abated on a pro rata day-by-day basis or terminated in its entirety at lessor's sole discretion. Resident shall furnish Lessor with evidence of Minimum Required Liability Insurance (MRLI), as that term is defined in the attached Damage Waiver Program / Required Insurance Addendum and incorporated by reference herein, prior to occupancy of leased premises.

X. SUBLETTING.

No Resident shall sublease any part of the Premises without first obtaining Lessor's prior written consent. Additionally, each such Resident shall pay a subleasing fee in the amount of \$250 and additionally have a \$0.00 balance with Lessor at the time of the sublease. Residents understand and agree that, in the event he/she sublets the Premises, he/she shall remain liable for all obligations and duties as described herein until this Lease is terminated. Said subletting shall be effective only upon execution by Lessor, Resident and all sublessees of a sublease agreement approved by Lessor.

XI. ENTRY AND LOCK CHANGES.

Residents agree that at reasonable times the Lessor or its agents may enter the Premises for the purpose of inspections, pest control treatment and inspection, exhibiting for leasing or sale purposes, cleaning, remodeling, or repairs. A service charge will be assessed to and paid by Residents if Landlord is required to open the Premises at the request of any Resident or governmental authorities. A service charge will be assessed to and paid by Residents if the Lessor is required to re-key locks or provide replacement key for the Premises. A fee schedule shall be made available at the Residents' request. Residents are prohibited from issuing copies of building, Premises, or mail keys to anyone.

XII. AMENITIES, SERVICES AND PERSONAL PROPERTY.

In addition to Residents' right to occupy the Premises, certain common services, amenities and/or personal property are made available by Lessor ("Additional Services") for Residents' use. Residents shall be liable for the payment of the value of such Additional Services over the term of this Lease, such value being the amount stated in Additional Services. Residents shall be deemed to be satisfying their obligation to pay for such Additional Services through the rental payments as set forth herein. Residents agree to execute an affidavit or any similar certification requested by Lessor reaffirming this allocation of rental payments.

XIII. COMPLIANCE WITH ALL LAWS / INSURANCE.

Residents, at their sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or Lessor's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which affect the Premises. Further, Residents will not use, do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the premises which will violate Lessor's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Lessor on the Lessor's property for which the Premises is a part, or which will prevent Lessor from procuring such policies from companies acceptable to Lessor. If anything done, permitted to be done or suffered by Residents to be kept in, upon or about the Premises shall cause the premium or rate of fire or other insurance on the Premises or on other property of Lessor to be increased beyond the minimum rate from time to time applicable to the Premises or to any such other property for the use or uses made thereof, Residents shall pay, as additional rent, the amount of any such increase promptly upon Lessor's demand.

XIV. MISCELLANOUS.

A. Attorney's Fees. If any Resident violates any covenant, term or condition of this Lease and Lessor employs an attorney or collection agency to pursue such violation, the Residents shall be liable for all court, collection and legal costs incurred by Lessor. Residents agree to pay minimum attorney's fees of \$750.00, plus \$300 or more per hour for legal fees in excess of 4 hours or forty percent (40%) of the total amount due from Residents under this Lease, whichever amount is greater. The aforesaid fees shall be due whether or not litigation is commenced by Lessor. Lessor and Residents agree that the laws of the State of Illinois shall govern this Lease, with the courts of McLean County, Illinois, having sole and exclusive jurisdiction. Further, Residents waive any defense for lack of jurisdiction or venue in said lawsuits, and to said jurisdiction of McLean County. Lessor, attorney or debt collector is granted permission to request a credit report on any Resident and/or guarantor(s) at the time of application and/or if any Resident's outstanding balance to Lessor is past due over thirty (30) days, and authorizes Lessor, attorney or debt collector to contact any individual listed on Resident's rental application for verification of information and to obtain information needed to collect any unpaid balance pursuant to this Lease.

B. Notices. Lessor may terminate any Resident's right to possession of the Premises by giving Resident five (5) days written notice to vacate for nonpayment of rent or by giving Resident ten (10) days written notice to vacate for violation of any other provision. Any legal notice or demand may be served by tendering it to any person thirteen years of age or older residing on or in possession of the Premises; or by certified mail addressed to the Resident at the Premises, return receipt requested. Residents acknowledge that if the notice by certified mail is returned to the Lessor with a notation that delivery was refused or unclaimed, it shall be deemed constructive legal notice. Notice to any Resident shall be deemed to be notice to any applicable guarantor.

C. Counterparts & Electronic Signatures. This Lease may be executed in one or more counterpart signature pages (including facsimile, electronic [.PDF] counterpart signature pages or using an electronic signature tool, such as DocuSign), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

D. Entire Agreement / Modification / Severability. This Lease contains the entire agreement between Lessor and Residents pertaining to the subject matter hereof and fully supersedes all prior agreements and understanding between the parties. This Lease cannot, under any circumstances, be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Lease in whole or in part unless such agreement is in writing and is signed by both Lessor and Residents. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect.

E. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR LESSOR TO REFUSE TO LEASE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, CITIZENSHIP STATUS, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, ARREST RECORD, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE

FROM MILITARY SERVICE, FAMILIAL STATUS, PREGNANCY OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, AS SUCH ACT IS AMENDED FROM TIME TO TIME. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

F. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE OR WILL BE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

[End of Text • Only Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Resident have executed this Lease Agreement as of the Date first above written.

RESIDENT:

SIGNATURE:

DATE:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LESSOR: YOUNG AMERICA REALTY, INC.
BY:



DAMAGE WAIVER PROGRAM / REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

1. This Addendum is attached to and becomes a part of the Lease Agreement (“Agreement”). It supersedes any provision of the Agreement, and any other addendum to the Agreement, that relates to either your obligations to purchase insurance covering, or programs offered with respect to, your liability to the Lessor for damage to Lessor’s property.
2. **Lessee Liability.** Lessee (“Resident” or “you”) acknowledges that you may be personally liable to the Lessor (“Lessor” or “us”) for the full cost of any damage or loss caused by the action or inaction of you, your occupants, or your guests to the property or premises (“Property”) of the Lessor (“Lessor” or “we”).
3. **Lessee Obligation – Damage Waiver Program or Third-Party Insurance.** To protect us in the event you damage our property, we require for the duration of this Agreement, including any renewals or extensions, that you either (i) are enrolled in our Damage Waiver Program, which is described in Sec. 4 below, or (ii) maintain insurance providing at least \$100,000 of coverage per occurrence for your legal liability for damage to the Lessor’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects (this coverage is the Minimum Required Liability Insurance (“MRLI”)), and provide evidence of the policy as described in Sec. 5 below.
4. **Auto-Enrollment in the Damage Waiver Program at Inception.** Upon execution of your lease each resident will automatically be enrolled in the Damage Waiver Program at the rate of \$15.00 per Resident per month.

Under the Damage Waiver Program, we waive our right to charge or seek reimbursement from you for damages of up to \$100,000 per occurrence to our property due to the negligent action or inaction of you or your occupants or guests for the following causes of loss: **fire, smoke, explosion, backup or overflow of sewer, drain, or sump, water damage, and falling objects** (the “Damage Waiver”). Some important points about the Damage Waiver Program which Resident should understand are:

- **The Damage Waiver is not insurance.** Through the Damage Waiver Program, the Lessor is foregoing its right to charge or seek reimbursement from you for the damages described in this Sec. 4. You are responsible for damages due to other causes and for damages in excess of \$100,000 per occurrence due to any cause.
 - **Your personal property is not covered.** Neither the Damage Waiver Program nor any insurance maintained by the Lessor itself protects Resident’s personal property (contents), additional living expenses, liability for personal or bodily injury to anyone, or liability to us for damages beyond those that are specifically waived in this Sec. 4. If you wish to obtain coverage for any of these potential liabilities, you may purchase such coverage from an insurance company at any time.
 - The Damage Waiver Program may be more expensive than the cost of a Third-Party Policy.
 - Lessor is not required to offer the Damage Waiver Program and may discontinue it at any time at our discretion. If the Damage Waiver Program is discontinued, you must provide MRLI coverage outlined above.
 - The Damage Waiver Program does not apply to charges associated with the condition of the apartment upon move-out and is entirely separate from any security deposit held by Lessor. It is restricted to the causes of loss described above.
5. **Third Party Policy.** Participation in the Damage Waiver Program is not required. If you wish to satisfy your obligations to secure MRLI by purchasing an insurance policy from an insurer of your choice (a “Third Party Policy”), you may by doing each of the following:
 - Obtain a Third Party Policy satisfying the requirements of Sec. 3 from an insurance company you choose.
 - Name Confirm Insurance as an additional interest on the Third Party Policy
 - If your third party insurer notifies additional interests by email, direct them to notify Confirm Insurance at compliance@confirminsurance.com
 - If your third party insurer notifies additional interests by physical mail, direct them to notify Confirm Insurance at Confirm Insurance P.O. Box 1159, Newport Beach, CA 92659
 - Submit a copy of the entire policy to <https://compliance.confirminsurance.com/> for review and approval
 - All policies must be resubmitted to <https://compliance.confirminsurance.com/> on or before the end date of the policy term to avoid auto-enrollment into the Damage Waiver Program.

Upon determination that your Third Party Policy meets requirements, your enrollment in the Damage Waiver Program shall cease in the next billing cycle.

6. **Auto-Enrollment in the Damage Waiver Program Upon Non-Compliance.** If you provide evidence of a Third Party Policy that satisfies Sec. 3, and subsequently such policy lapses or ceases to meet our requirements, you may be automatically re-enrolled in the Damage Waiver Program at the rate and terms described in Sec. 4.
7. **Damage Waiver Program Not Mandatory.** Enrollment in the Damage Waiver Program is not mandatory. You may satisfy the MLRI requirement at any time by complying with Sec. 5.
8. In the event Resident is enrolled in the Damage Waiver Program at any time, Resident agrees to pay Lessor the additional rent in addition to all other obligations in the Agreement. Resident understands that the Damage Waiver Program will not cover anyone’s personal property (contents), additional living expenses, liability for personal or bodily injury, or damages to Lessor’s property beyond those specifically waived in Sec. 4.

[End of Text • Only Signature Page Follows]

Resident Credit Building Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Resident(s) agree as follows:

Resident(s) shall be enrolled in Boom, a resident amenity to:

- **Build your credit** with positive rent reporting to all three credit bureaus: Experian, Equifax and TransUnion

For rent reporting, **only on-time payments are reported through this service**. Boom also offers access to an app on the Apple App Store and Google Play Store, enabling you to track your rent reporting and monitor your credit.

Specific instructions on how to login and/or Opt-out of this service can be found at Yarealty.com/CreditBuilding.

The price of the amenity is \$8, billed in addition to your rent each month.

Boom's service may be altered, changed, terminated, or otherwise modified by Boom with thirty (30) days advance notice to the Resident.

Resident(s) hereby acknowledge(s) and consent(s) to (a) Lessor providing the above-described rental data to Boom or its selected rent reporting service provider and (b) Resident(s) being enrolled in Boom.

_____	_____	_____
Resident Name	Signature	Date
_____	_____	_____
Resident Name	Signature	Date
_____	_____	_____
Resident Name	Signature	Date
_____	_____	_____
Resident Name	Signature	Date
_____	_____	_____
Address & Unit Number		
_____	_____	_____
Lessor's Representative	Signature	Date

DISCLOSURE OF INFORMATION ON RADON HAZARDS

(For Current and Prospective Tenants)

Radon Warning Statement

Each tenant in this residence or dwelling unit is notified that the property may present exposure to levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of death in private homes and the leading cause of lung cancer in nonsmokers. The lessor of any residence is required to provide each tenant with any information on radon test results of the dwelling unit that present a radon hazard to the tenant.

The Illinois Emergency Management Agency (IEMA) strongly recommends that ALL rental properties have a radon test performed and radon hazards mitigated if elevated levels are found in a dwelling unit or a routinely occupied area of a multiple family residence. Elevated radon concentrations can easily be reduced by a radon contractor.

Dwelling Unit Address: _____

Lessor's Disclosure (initial each of the following that apply)

- (a) Lessor has no knowledge of elevated radon concentrations (or records or reports pertaining to elevated radon concentrations) in the dwelling unit.
- (b) Radon concentrations (at or above the IEMA recommended Radon Action Level 4.0 pCi/L) are known to be present within the dwelling unit.
- (c) Lessor has provided the tenant with copies of all available records and reports, if any, pertaining to radon concentrations within the dwelling unit.

Tenant's Acknowledgment (initial each of the following that apply)

- (d) N/A _____ Tenant has received copies of all information listed above.
- (e) Tenant has received the pamphlet "Radon Guide for Tenants".

Agent's Acknowledgment (initial) (if applicable)

- (g) N/A Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Lessor _____ Date _____
Signature

Tenant _____ Date _____
Signature

Tenant _____ Date _____
Signature

Tenant _____ Date _____
Signature

Tenant _____ Date _____
Signature

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Initial:

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor Date

Lessee Date Lessee Date

Lessee Date Lessee Date



IEMA-OHS

ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY

Radon Guide for Tenants



***The Illinois
Emergency
Management
Agency and
Office of of
Homeland
Security (IEMA
OHS) can offer
you additional
information or
assistance.***

Purpose of This Guide

This guide is designed for people who rent apartments, condominiums, or houses. The guide explains what radon is, and how to find out if there is a radon problem in your residence. The guide also talks about what you can do if you have high radon levels in your residence.

Did You Know That . . .

- Radon causes approximately 21,000 lung cancer deaths in the U.S. and approximately 1,200 deaths in Illinois each year.
- One-third of all housing units in Illinois are rental units. Most are either single-family houses or apartments located below the third floor of a building.
- People living in rented houses and apartment buildings can find out if they have high radon concentrations in their residences. Building owners can fix radon problems by having repairs made to the building.

What is Radon?

Radon is a radioactive gas that is found in soil and rock in all parts of the U.S. and throughout Illinois. It is formed by the decay of uranium, which is a natural process. Radon gas is invisible, and it has no odor or taste.

What Types of Buildings Contain Radon?

- Radon may be found in all types of homes and buildings. Radon gas is in the ground, and it can seep into buildings.
- Radon typically moves from the ground into a home through drains, cracks or other openings in the foundation due to pressure differentials. Radon then can be trapped inside the home.

How Does Radon Affect Health?

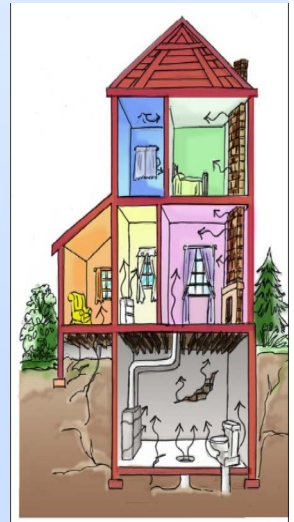
- Studies show radon is the leading cause of lung cancer among non-smokers.
- The higher the radon level indoors, the greater the amount you breathe. Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down, these particles release small bursts of energy that can damage the lung tissue.
- Inhaling indoor air containing radon over a period of many years increases your risk of lung cancer. Radon induced lung cancer risk depends on how much radon is in your home, how much time you spend in your home, and your family history. If you are a smoker or a former smoker, the risk of getting lung cancer from radon is even greater.

Does Your Home Have High Radon Levels?

You cannot see, smell or taste radon. Therefore, **testing** is the only way to determine the radon level in your home.

Has Your Building Been Tested Already?

- If the building you live in has been tested properly for radon, you probably do not need to test for radon yourself. Before you sign your lease agreement (whether you live in a house, apartment, or condominium building), the owner is required to inform you in writing that a radon hazard may exist and provide you with a copy of the test results. If you have questions, call IEMA-OHS at 1-800-325-1245.
- If your building has not been tested for radon, you can test for radon yourself using a radon test kit or ask the owner to test by hiring a licensed radon contractor.



IEMA-OHS Recommends Testing All Homes and Apartments

Because most indoor radon gas comes from naturally occurring radon in the soil, IEMA OHS recommends all residences be tested for radon.

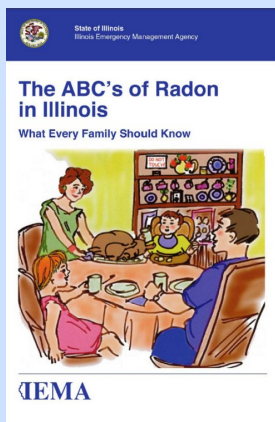
In some cases, high radon levels have been found on upper floors, due to radon movement through elevators or other air shafts in the building and may come from building materials in high rise buildings.

Can You Test for Radon Yourself?

- You can test for radon yourself.
- Testing for radon is easy to do, and takes very little time.
- To test for radon yourself, first obtain a radon test device. You can buy do-it-yourself radon test kits in home improvement and hardware stores. Some laboratories provide kits through mail order.
- The price of a radon test kit can be \$15 to \$25. The price generally includes the cost of laboratory analysis.
- You can order a low cost test kit from the IEMA-OHS Radon Hotline at 800-325-1245.

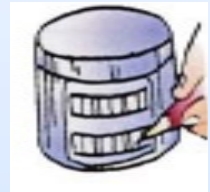
You Can Hire a Professional to Test?

- You can hire a professional to test your residence for radon.
- The price of a radon test performed by a license professional can be \$150 to \$250.



Different Ways to Test For Radon

- At the commencement of the agreed leasing period, a tenant shall have 90 days to conduct his or her own radon test of the dwelling unit.
- The quickest way to test for radon is with a short-term test. Short-term tests remain in your home for 2 days to 90 days, with the average test lasting between 2-7 days, depending on the device. Long-term radon tests remain in your residence for more than 90 days.
- Because radon levels vary from day to day and season to season, a long-term test provides a year-round average radon level.



How do you use a radon test kit?

Follow the instructions that come with the kit.

When you use any radon test:

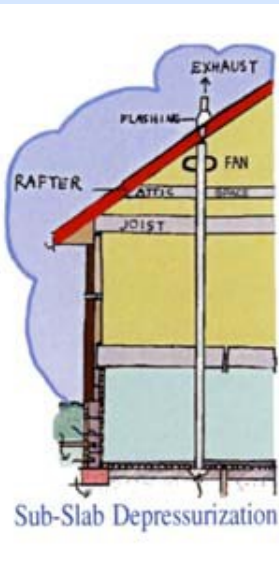
- The test kit should be placed in the lowest level of your home that your family uses regularly. For example, if you live in a house and you use the basement, place the test kit there. Put the test kit in a room that is used regularly, but NOT in your kitchen or bathroom.
- Keep the test in place for as long as the instructions say, but for at least 48 hours. Then, re-seal the package and mail it to the laboratory listed on the package. Results are sent within a few weeks.
- Keep doors and windows closed as much as possible during the test. Drafts can affect the test results.

What do radon test results mean?

- Radon levels are measured in "picocuries per liter" or "pCi/L". The higher the radon level, the greater the risk from long-term exposure. IEMA-OHS recommends you take action to reduce radon if the radon level is 4.0 pCi/L or higher.
- If a short-term test is 4.0 pCi/L or higher, IEMA recommends a second test to confirm the results.

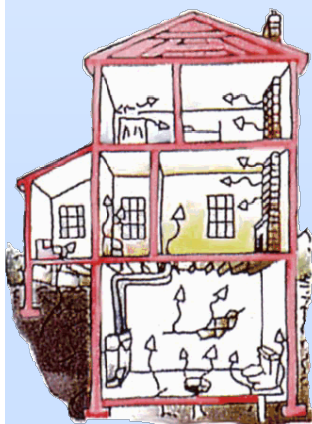
What Can You Do if Your Residence has High Radon Levels?

- Fixing a radon problem usually involves repairs to the building, therefore, it is generally the building owner - and not the tenant - who is authorized to have this work done. However, if your residence has high radon levels, you can take the steps below to see that the problem is fixed.
- If your radon testing shows high radon levels, the tenant is required to inform the lessor within 10 days. The owner may need choose to confirm radon concentrations in the building buy hiring a licensed professional.
- If the lessor has elected to not mitigated the radon hazard, the tenant may terminate the lease.
- If you live in an apartment building, you can share your radon information with other residents. Other residents may wish to test their own units or to discuss the matter further with the owner.



What Can Lessors Do About Radon Problems?

- The lessor may hire a radon contractor to perform an additional radon test within 30 days after the tenant notifies the lessor of the results of a radon test.
- The results of a measurement by a radon contractor may be used by the lessor to disprove the presence of a radon hazard.
- Test results are valid for a period of 2 years after the date of the testing unless any renovations, additions, or modifications are made to the building containing the dwelling unit.
- If the lessor declines to dispute the results of the tenant's radon test showing a radon hazard or does not mitigate the hazard, the tenant may, within 60 days:
 - (1) hire, at the tenant's expense, a radon contractor to perform radon mitigation activities. If the tenant chooses to conduct mitigation activities, the mitigation activities shall only be done with express consent of the lessor; or
 - (2) terminate the lease.
- Radon reduction requires a trained professional. To find out which radon reduction system is right for a building, and the cost of repairs, Lessors should consult with a licensed radon contractor.



Tenant's Radon Checklist



- At the time of entering into a lease, or at any time during the leasing period, upon request, the lessor shall provide to a tenant in a unit below the third story with:
 - (1) the IEMA-OHS pamphlet Radon Guide for Tenants;
 - (2) copies of any records or reports pertaining to radon concentrations within the dwelling unit that indicate a radon hazard; and
 - (3) the Disclosure of Information on Radon Hazards to Tenants form.
- Follow instructions included in your radon test kit.
- If your test shows radon levels above 4.0 pCi/L, notify the Lessor of the test results in writing within 10 days.
- If you have high radon levels or if you need additional information and assistance about radon testing and radon repairs, contact the IEMA radon office, the National Radon Helpline or other organizations that work on radon or housing issues.

If You Smoke . . .

Smoking combined with exposure to high radon levels is a serious health risk. If you smoke or are a former smoker, the presence of radon greatly increases your risk of lung cancer. If you stop smoking and lower your radon levels, you will reduce your lung cancer risk.

For More Information
IEMA-OHS Website
www.radon.illinois.gov
IEMA Toll-free Hotline
1-800-325-1245



Protect Your Family From Lead in Your Home



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

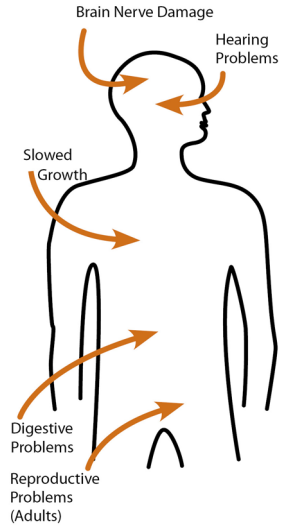
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.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](https://www.epa.gov/lead) for EPA's lead in drinking water information.

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).