



# LEAD-BASED PAINT DISCLOSURE FOR RESIDENTIAL RENTALS ADDENDUM



## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER (the "Agreement"). This Addendum is referenced in the Agreement and pertains to the following Property: \_\_\_\_\_

### 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of know lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead -poisoning prevention.

#### Lessor's Disclosure (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 \_\_\_\_\_  
 \_\_\_\_\_
- 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 one below):
- 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).  
 \_\_\_\_\_  
 \_\_\_\_\_
- 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*.

#### Licensee's Acknowledgment (initial)

- \_\_\_\_\_ (e) Licensee has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

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

_____ LESSOR	_____ DATE	_____ LESSEE	_____ DATE
_____ LESSOR	_____ DATE	_____ LESSEE	_____ DATE
_____ LICENSEE	_____ DATE	_____ LICENSEE	_____ DATE

**Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.**

# Traditions Realty LLC Rental Property Info Form

Please complete all pages as thoroughly as possible, then sign and date

Preferred contact number:  
( ) \_\_\_\_\_

Current Rent \$ \_\_\_\_\_ Desired Rent \$ \_\_\_\_\_  
Security Deposit \$ \_\_\_\_\_  
Property Management \_\_\_ yes \_\_\_ no

Email address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Listing Agent: \_\_\_\_\_

Phone: Cell \_\_\_\_\_ Home \_\_\_\_\_ Work \_\_\_\_\_ Fax \_\_\_\_\_

Checks made out to: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit # \_\_\_\_\_ Floor \_\_\_\_\_

Directions to property: \_\_\_\_\_

RE Property # \_\_\_\_\_ Region: \_\_\_\_\_ Area: \_\_\_\_\_

Legal name of subdivision: \_\_\_\_\_ Common name of subdivision: \_\_\_\_\_

## Type of Property:

\_\_\_ single family house \_\_\_ duplex \_\_\_ triplex \_\_\_ quadruplex \_\_\_ garage apt. \_\_\_ condo \_\_\_ 6-12 unit \_\_\_ other

## Rooms:

___ Bedrooms	___ Range (___ elec ___ gas)	___ Balcony
___ Baths	___ Icemaker	___ Storage
___ Living Room	___ Dishwasher	___ Office
___ Formal Dining Room	___ Microwave	___ Garage (___ 1 car, ___ 2 car)
___ Living/Dining Combo	___ Garbage Disposal	___ off-street parking
___ Sunroom	___ Open Porch	___ parking garage
___ Kitchen	___ Screened Porch	___ Carport
___ Refrigerator	___ Deck/Patio	___ approx. square footage

## Heating/Cooling:

\_\_\_ central heat & air  
\_\_\_ elec \_\_\_ gas  
\_\_\_ electric wall heat  
\_\_\_ window unit heat/air  
\_\_\_ window air conditioner  
\_\_\_ gas space heater  
\_\_\_ TECO \_\_\_ propane

## Water/Sewage:

\_\_\_ city water & sewage  
\_\_\_ private water company  
\_\_\_ septic tank  
\_\_\_ private well  
\_\_\_ electric water heater  
\_\_\_ gas water heater  
\_\_\_ TECO \_\_\_ propane

## Laundry Facilities:

\_\_\_ washer/dryer hookup  
\_\_\_ stackable W/D hookup  
\_\_\_ washer/dryer  
\_\_\_ common washer/dryer  
\_\_\_ coin-operated washer dryer  
\_\_\_ no laundry facilities  
\_\_\_ may consider adding hookup  
\_\_\_ laundry location

## Other Amenities:

\_\_\_ fireplace non-working  
\_\_\_ fireplace wood burning  
\_\_\_ fireplace gas fueled by  
\_\_\_ TECO \_\_\_ propane  
\_\_\_ security system

\_\_\_ irrigation system  
\_\_\_ intercom  
\_\_\_ tennis courts  
\_\_\_ sauna/hot tub  
\_\_\_ pool  
\_\_\_ elevator

\_\_\_ dumpster  
\_\_\_ fenced yard \_\_\_ wood \_\_\_ chain link  
\_\_\_ grounded electrical outlets

Other Amenities:  
\_\_\_\_\_

## Details:

\_\_\_ hardwood floors in  
(list rooms) \_\_\_\_\_  
\_\_\_ refinished  
\_\_\_ carpet in  
(list rooms) \_\_\_\_\_  
\_\_\_ tile/linoleum in  
(list rooms) \_\_\_\_\_

\_\_\_ ceiling fans  
\_\_\_ phone jacks  
\_\_\_ cable TV outlets installed  
\_\_\_ Broadband \_\_\_ DSL  
\_\_\_ window coverings are installed  
Description: \_\_\_\_\_  
\_\_\_ smoke detectors are installed

\_\_\_ fire extinguisher installed  
\_\_\_ no smoking preferred  
\_\_\_ no smoking allowed  
\_\_\_ outside smokers allowed  
\_\_\_ painted walls:  
color scheme \_\_\_\_\_

**Utilities/Services INCLUDED in Rent:**

- water/sewer
- trash removal
- yard maintenance
- pest control
- \_\_\_\_\_ monthly or other
- electricity
- gas service
- TECO \_\_\_\_\_ Propane
- condo fee
- cable TV service
- phone service
- pool service
- security system monitoring fee
- changing filters in CHA
- \_\_\_\_\_ monthly or other
- owner walk-through
- \_\_\_\_\_ monthly or other

**Showing Terms:**

- owner always shows property
- agent always shows property
- agent shows property when owner not available
- sign should be placed on property

**Lease:**

- owner has lease and executes it with tenant
  - office lease is used
  - owner has special addendum to lease
  - owner has pictures of empty unit for lease addendum
  - owner will add mandatory cleaning fee of \$ \_\_\_\_\_
  - owner will add carpet cleaning fee of \$ \_\_\_\_\_
  - office has copy of previous lease
  - owner has signed Lead Based Paint Disclosure Form
  - late fee of 10% on day 6 plus \$ \_\_\_\_\_ per day after that
- Suggested/reasonable daily late charge from 7<sup>th</sup> day: \$2-\$5 per day  
 \$2 for rents \$500 and under; \$3 for rents \$500 to \$1000;  
 \$4 for rents \$1000 to \$1500; \$5 for rents \$1500 to \$2000

**Condo Association: Owner should review Condo documents for details and procedures**

- requires tenant approval
  - requires separate application form
  - requires additional condo application or move-in fee
  - owner will pay condo application fee or move-in fee
  - restricts/regulates move-in times
  - has minimum rental term
  - restricts pets
  - legally restricts children
  - legally restricts ages of tenants
- Explain: \_\_\_\_\_

**Pets:**

- no pets at all
- owner may consider some pets
- cats \_\_\_\_\_ dogs \_\_\_\_\_ snakes/lizards/spiders \_\_\_\_\_ fish/turtles \_\_\_\_\_ birds \_\_\_\_\_ pigs
- weight restriction of pet \_\_\_\_\_ lbs for cat \_\_\_\_\_ for dog
- animal must be spayed/neutered
- animal must be on flea prevention program
- non-refundable pet fee of \$ \_\_\_\_\_ for cats \$ \_\_\_\_\_ for dogs
- refundable pet fee of \$ \_\_\_\_\_ for cats \$ \_\_\_\_\_ for dogs
- no pet fee

**Owner:**

- will provide pictures of the empty unit
- will provide 2 sets of working sets of keys to property
- will provide an Owner's Rules Addendum for lease
- will accept cash payments
- (after initial security deposit and rent are paid)
- will accept money order, personal check, or bank check from tenant
- will accept electronic rent payment monthly
- will accept initial payment by debit or credit card (and will provide Traditions with owner's Social Security number for 1099 form)
- will allow tenant to break lease with forfeiture of security deposit only
- will allow tenant to break lease with forfeiture of security deposit plus one additional month's rent
- will consider renting to tenants who have vouchers from the HUD section 8 program
- will raise rent \_\_\_\_\_% when lease ends and becomes month-to-month

**Agreement:**

- I am the \_\_\_ owner or \_\_\_ property manager of this property and grant to Traditions Realty LLC (Broker) the exclusive right to rent the property listed below.
- **I understand that I may cancel this agreement without penalty at any time, as long as there is not an active or pending application on the property.**
- **I understand that I may also list this property for sale with Traditions Realty LLC and have the property listed for sale and rent concurrently.**
- I acknowledge that Traditions Realty LLC does not list a property for rent while it is listed for sale with another realtor.
- I have completed and/or reviewed and approved the information on the Rental Property Info Form on this property and unit and agree to have the property listed in the MLS (Multiple Listing Service) and to have pictures of the property used in the marketing of the property.
- I agree to allow Traditions Realty LLC to use a lockbox on a vacant property.
- I agree to allow Traditions Realty LLC to accept payments for this service directly from the tenant at the time of the rental unless otherwise agreed to in writing prior to the signing of this agreement.
- I authorize Traditions Realty LLC and its agents to sign the lease on my behalf after I have approved the applicant, move-in date, and terms of the application.
- I agree to abide by all Fair Housing rules and laws in the consideration of any applications.
- I will keep the security deposit in a
  - \_\_\_ non-interest bearing or \_\_\_ interest bearing account at \_\_\_\_\_ (bank name)
- I agree to allow Traditions Realty LLC to email me information on my property and/or other real estate related information or news and to carry on negotiations, price adjustments, information changes, information exchange, etc. via email.
- If a sale is a result of the rental process, I agree to pay Traditions Realty LLC a sales commission of 3% as Transaction Broker unless there is a separate Listing Agreement for Sale already in place with Traditions Realty LLC.
- I agree to the following rental fee schedule for procuring an acceptable tenant and understand that Traditions Realty LLC cannot guarantee either the information gathered in the rental process or the completion of the lease by the tenant.
  - \_\_\_ 2/3 of the first full month's rent when the owner shows the property
  - \_\_\_ first full month's rent when the agents show the property

Signed \_\_\_\_\_ Date \_\_\_\_\_ Print Name: \_\_\_\_\_

**Listing dates:** Beginning date: \_\_\_\_\_, 2009 Terminating date: \_\_\_\_\_, 2009

.....  
**Updates: Please use the section below as an update to the Rental Property Form information already on file.**

**Property address:** \_\_\_\_\_ Unit # \_\_\_\_\_ Floor \_\_\_\_\_

- \_\_\_\_\_ property will be available on (date) \_\_\_\_\_
- \_\_\_\_\_ sign should be placed on property on (date) \_\_\_\_\_
- \_\_\_\_\_ property is vacant
- \_\_\_\_\_ electricity will be on at the property while vacant
- \_\_\_\_\_ property is occupied until (date) \_\_\_\_\_

**Current tenant's name:** \_\_\_\_\_ Phone \_\_\_\_\_

Showing instructions while occupied \_\_\_\_\_

**Keys:**

- \_\_\_\_\_ key(s) will be in the office on (date) \_\_\_\_\_
- \_\_\_\_\_ unit will be rekeyed for new tenant
- \_\_\_\_\_ a lockbox should be placed on vacant property
- \_\_\_\_\_ mailbox, front door, back door, etc. have separate keys
- \_\_\_\_\_ one key opens all doors

**Owner's Updated Information: Please confirm the following information for our records.**

Current Email Address: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Current Contact Phone Number(s): H \_\_\_\_\_ C \_\_\_\_\_  
W \_\_\_\_\_ Fax: \_\_\_\_\_