

THIS FORM HAS BEEN PREPARED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC., FOR USE WITHIN THE STATE OF INDIANA. WHEN EXECUTED, THIS LEASE BECOMES A LEGAL AND BINDING CONTRACT. REVIEW BY AN ATTORNEY IS ADVISABLE.

# REAL ESTATE LEASE

THIS REAL ESTATE LEASE (" Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between \_\_\_\_\_ (hereinafter called "Landlord"), and \_\_\_\_\_ (hereinafter called "Tenant").

Landlord and Tenant, in consideration of the rent and covenants herein contained, enter into this Lease for the following described premises (hereinafter called the "Premises"), which is the real estate being leased herein, including any improvements, rental units and ancillary facilities now or hereafter located on said Premises, in \_\_\_\_\_ County, Indiana, or a portion of said real estate, described as follows:

The street address of the Premises being rented is \_\_\_\_\_, Indiana \_\_\_\_\_. This Lease is upon the following terms and conditions:

## SECTION 1. LEASE TERM.

1.01 This Lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1.02 A Tenant who remains in the Premises past the end of the original term of this Lease, shall become a holdover tenant, and shall become a month to month tenant subject to all of the terms and obligations of this Lease, and the Tenant shall pay rent in the same amount as the previous installment (or monthly pro-rated amount if installments were for periods longer than month to month) and such shall be paid on the same date payable during the original term of this Lease, or if such payment was not monthly, then on the first day of each month. The right of the Tenant to continue under the terms of this Lease as a month-to-month tenant, is subject to the right of Landlord to exercise all remedies available to the Landlord in Section 11 of this Lease. Landlord shall have the right at the end of the initial term of this Lease, to exercise all rights available under Section 11.03 of this Lease.

## SECTION 2. RENT AND MANNER OF PAYMENT.

2.01 Tenant shall pay Landlord total rent in the sum of \$ \_\_\_\_\_, payable in installments of \$ \_\_\_\_\_ per month, with the first payment being due and payable on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Subsequent installments shall be paid on the same day of each month thereafter during the Lease term.

2.02 Tenant's failure to pay the full amount of any installment on or before the due date shall be an event of default under this Lease, as hereinafter provided. In addition, if the full amount of any installment is not actually received by Landlord on or before the fifth (5th) day after it is due, then a late charge in a sum equal to five percent (5%) of the unpaid amount of each installment shall accrue and be immediately due and payable.

2.03 All sums payable to Landlord under this Lease shall be paid to Landlord at the following address: \_\_\_\_\_, or at such other address as Landlord shall designate in writing delivered to Tenant.

2.04 All sums received by Landlord shall be applied first to rent due and unpaid, second to any late charges due and unpaid and finally to any other sums due hereunder.

## SECTION 3. USE OF PREMISES

3.01 Tenant shall use the Premises only for the following purpose(s): \_\_\_\_\_.

3.02 Tenant shall not use, nor permit the use of, the Premises for any unlawful purpose or in violation of any law, order or regulation of any governmental authority or any restrictive covenant relating to the use or occupancy of the Premises, or in violation of any of the terms of this Lease.

3.03 If any use of the Premises increases insurance premiums, Tenant shall pay Landlord, upon demand, a sum equal to the increases in premiums.

3.04 Tenant agrees to comply with all applicable Federal, State and Local environmental laws and regulations, including those relating to air and water pollution control and prevention, and disposal of any and all hazardous waste or substances, and agrees to hold Landlord harmless from any liability under said laws and regulations, not the Landlord's fault.

3.05 So long as Tenant is not in default under this Lease, Tenant shall be entitled to peaceably possess, hold and enjoy the

Premises.

3.06 Tenant shall pay (directly to the utility companies) (to the Landlord) [strike one] all charges for gas, electricity, water, and sewer incurred for the Premises during the Lease term, or as follows:

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3.07 Tenant shall not permit any waste or misuse of the Premises.

#### **SECTION 4. TENANT ACCEPTS PREMISES.**

4.01 Tenant has inspected the Premises and is satisfied with the condition of the Premises. Except as otherwise specified in this Lease:

(a) Tenant's taking possession of the Premises shall be conclusive evidence of receipt thereof in good order and repair; and

(b) Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation as to the condition or state of repair of the Premises or made any agreements or promises to repair or improve it either before or after execution of this Lease.

#### **SECTION 5. REPAIRS AND MAINTENANCE.**

5.01 Landlord's Obligations. Landlord agrees, at Landlord's sole expense, to keep in good repair and working order (except to the extent damaged by Tenant's fault):

(a) all structural portions of the Premises, including (without limitation) foundations, walls, floors, stairways, roof and exterior portions thereof; and

(b) all electrical, gas, water, central heating, central air conditioning, and plumbing equipment and appliances, and any other equipment and appliances furnished by Landlord under this Lease.

5.02 Tenant's Obligations. Tenant agrees:

(a) to keep, at Tenant's expense, the Premises in a clean, sightly and healthful condition, and

(b) to make, at Tenant's expense, all repairs (except such repairs as are Landlord's obligation) which are necessary to maintain the Premises in good repair and condition; and

(c) to comply with all statutes and ordinances concerning the maintenance and repair of the Premises; and

(d) at the end of the term or any holdover of this Lease to quit or vacate the Premises and to surrender to Landlord possession of the Premises in as good repair and condition as existed at the date of execution of this Lease (after completion of any initial leasehold improvement by Tenant as permitted or required by this Lease), reasonable wear and tear excepted.

5.03 Landlord's Right to Perform Tenant's Obligations. If Tenant fails to perform Tenant's obligations under this Lease, Landlord or Landlord's agents may perform such obligations on behalf of Tenant. In addition to the rent hereby reserved, Tenant shall pay Landlord, upon demand, the expenses which Landlord incurred in performing Tenant's obligations.

5.04 Landlord's Right to Enter Premises. Landlord or Landlord's agents shall have the right to enter the Premises (without causing or constituting a termination of this Lease or an interference with Tenant's possession) at all reasonable times for the purposes of showing the Premises to prospective buyers or tenants, examining its condition or use, and of performing Landlord's obligations (pursuant to Subsection 5.01) and Tenant's obligations (pursuant to Subsection 5.03).

#### **SECTION 6. ALTERATIONS.**

6.01 Without Landlord's prior written consent, Tenant shall make no alteration of or addition to the Premises, including (without limitation) painting, wallpapering and carpeting. Landlord's decision to refuse such consent shall be conclusive.

6.02 Should Landlord elect to give such consent, Tenant shall protect, indemnify and save Landlord harmless against:

(a) any lien for labor or material furnished, or

(b) any claim which any subcontractor, lessor of equipment, journeyman or laborer may have under law against an owner of real property for services, material or machinery, or

(c) any liability for personal injury or damage to property associated in any way with any alteration or addition.

6.03 Landlord may also require Tenant to furnish security, insurance, or other assurance as Landlord may reasonably require to protect Landlord against the liens, claims and liabilities described in Subsection 6.02, and to assure that the work will be performed in a lawful and workmanlike manner and with proper materials.

6.04 Upon the termination of this Lease, or when Tenant abandons, quits or vacates the Premises, whichever shall first occur, any alteration or addition made pursuant to this Section shall become Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant. However, Tenant may remove any trade fixtures which Tenant has installed. Tenant shall repair any damage to the Premises caused by Tenant or Tenant's agents in removing any property therefrom.

#### **SECTION 7. RISK OF LOSS.**

7.01 Landlord shall bear the risk from damage to or loss of improvements and Landlord's personal property on the Premises.

7.02 Tenant shall bear the risk of loss arising from damage to or loss of Tenant's personal property and trade fixtures located on the Premises.

7.03 If use of the Premises is for business, Tenant shall bear the risk of loss arising from interruption of business use.

7.04 Tenant shall bear the risk of, and Tenant shall save Landlord harmless from loss, cost or expense by reason of claims for personal injury or property damage arising out of Tenant's occupancy of the Premises, whether due to the fault of Tenant or others, excepting only fault of Landlord. Tenant may fulfill Tenant's obligations by reason of this Subsection 7.04 by maintaining a public liability and property damage insurance policy naming Landlord as an additional insured, in the amount of \$100,000.00 for each person and \$300,000.00 for

each occurrence of personal injury and \$50,000.00 for property damage, or such other amounts that the parties have designated here:

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Tenant shall furnish a certificate of any such insurance coverage to Landlord.

7.05 Notwithstanding any provisions to the contrary in this Lease, if the Premises shall be destroyed or damaged by casualty to such an extent as will make the Premises unusable for more than seven (7) days for the purpose(s) described in Subsection 3.01 above, either party (excepting any party whose fault caused the casualty) has the right to terminate this Lease by giving notice of such termination to the other party within thirty (30) days after the date the casualty occurs. Termination of this Lease shall then be effective as of the date of such casualty. Rent shall be prorated to the date of termination.

7.06 Nothing in this Section 7 shall bar a claim of one party against the other for injury or damage caused by the fault of the other party.

#### **SECTION 8. TENANT'S PERSONAL PROPERTY.**

8.01 Tenant shall remove from the Premises, all of Tenant's personal property as of the date of the termination of this Lease, or when Tenant vacates the premises, if this occurs before the termination of the Lease.

8.02 If Tenant fails to remove said personal property within said time, Landlord shall be entitled to proceed in compliance with I.C. 32-31-4-1. et. seq., as amended, and all other applicable Indiana law. Landlord shall also be entitled to recover from Tenant any fees, expenses or other damages incurred by Landlord and resulting from Tenant's failure to remove said property.

#### **SECTION 9. CONDEMNATION.**

9.01 If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose(s) described in Subsection 3.01 above, is condemned and sold for any public use or purpose by any legally constituted authority, this Lease shall terminate when possession is taken by such authority; and rent shall be prorated as of the date possession is so taken. Termination of this Lease under this Subsection 9.01 shall not prejudice the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any rights in or to any award made to the other by the condemning authority.

#### **SECTION 10. SECURITY DEPOSIT.**

##### **Part A (Residential)**

10.01 If the Premises includes a structure, or part of a structure, that is used as a home, residence or sleeping unit by one (1) individual who maintains a household or by two (2) or more individuals who maintain a common household, or any grounds, other facilities, or area promised for the use of a residential tenant including an apartment unit, boarding house, rooming house, mobile home space, and a single or two (2) family dwelling, and if a security deposit is made as set forth in Subsection 10.03, Subsections 10.01 through 10.14 of this Part A apply. Those subsections are intended to comply with the provisions of IC 32-31-3-1.1, et. seq., as amended.

10.02 An essential element in Landlord's requirement to return the security deposit to Tenant is that Tenant supply an address, if one is available now, other than the address of the Premises, in Section 14; however, Tenant may change said address by giving written notice to Landlord. Landlord is not required to return any of the security deposit until Tenant supplies, in writing, a mailing address for Tenant.

10.03 Tenant has deposited, as a requirement of Landlord, with Landlord or Landlord's agent the sum of \$ \_\_\_\_\_, which shall be held as a security deposit for purposes of this Part A.

10.04 The security deposit shall be used only for the follow purposes:

(a) To reimburse Landlord for actual damages to the Premises that are not the result of ordinary wear and tear in the normal course of habitation of a dwelling.

(b) To pay Landlord for all rent in arrearage under this Lease, and rent due for premature termination of this Lease by Tenant.

(c) To pay for the last payment period of this Lease where there is a written agreement between Landlord and Tenant (elsewhere in this Lease or in a separate document signed by the parties) that stipulates the security deposit will serve as the last payment of rent due.

(d) To reimburse Landlord for utility and sewer charges, paid by Landlord, that are the obligation of Tenant under this Lease and that are unpaid by Tenant.

10.05 Within 45 days after termination of occupancy, and after Tenant supplies to Landlord a new mailing address, Landlord shall mail to Tenant at the address provided by Tenant, a written notice:

(a) containing the estimated cost of repair for each specific item claimed by the Landlord for damages beyond normal wear and tear and the amounts (from the security deposit) which Landlord intends to apply toward such costs;

(b) listing all other items of Subsection 10.04 against which the security deposit is to be applied; and

(c) identifying this Lease; and

(d) accompanied by a check or money order, payable to Tenant, in the amount of the security deposit, minus the amounts to be applied to the items listed in the notice.

10.06 A termination of occupancy will be deemed to have occurred when Tenant abandons, quits or vacates the Premises with Landlord's knowledge or when Landlord reasonably determines that Tenant has moved from the Premises, regardless of any personal property of Tenant still remaining in the Premises. Such termination will also be deemed to be delivery of possession.

10.07 If Landlord fails to give the notice in accordance with Subsection 10.05, Landlord admits that no part of the security deposit is to be applied to any claim of Landlord under this Part A, and Landlord shall remit to Tenant all the security deposit immediately after expiration of the 45-day period stated in Subsection 10.05. If Landlord fails so to remit, Tenant may recover all of the security deposit and

reasonable attorney's fees and court costs.

10.08 Unless otherwise agreed, a manager of the Premises is relieved of any liability the manager might have under law or this Lease as to events occurring after written notice to Tenant of the termination of the manager's management.

10.09

(a) Upon a good faith sale to a bonafide purchaser of the Premises, Landlord shall transfer or assign such security deposit to any new owner of the Premises, and upon doing so, shall be relieved of any further liability for such security deposit.

(b) Landlord is relieved of liability under law or this Lease as to events occurring after written notice to Tenant of the conveyance.

(c) However, for one (1) year after giving the notice Landlord remains liable to Tenant for the security deposit to which Tenant is entitled unless the purchaser acknowledges that the purchaser has assumed the liability of the seller by giving notice to Tenant, and upon conveyance the seller transfers the security deposit to the purchaser.

(d) The owner of the Premises at the time of the termination of this Lease is bound by this section.

10.10 Neither Landlord nor Tenant may waive, by contract or otherwise, IC 32-31-3-1.1, et seq., as amended, and any attempt to do so is void.

10.11 \_\_\_\_\_, (Name of Manager, if any) whose address is \_\_\_\_\_, Indiana, \_\_\_\_\_ is authorized to manage the premises.

10.12 The same person is authorized to act as agent for Landlord for the purpose of service of process and for the purpose of receiving and receiving for notices and demands, unless a different person, with address, is here stated:

\_\_\_\_\_, Indiana  
NAME ADDRESS

10.13 Persons named in Subsection 10.11 and 10.12 must reside in Indiana. A person authorized to act as agent under Subsection 10.12 (whether the manager of the Premises or another person whose name and address are in Subsection 10.12) must be reasonably accessible to Tenant.

10.14 This Part A does not preclude Landlord or Tenant from any remedy, at law or in equity, otherwise available, including, but not limited to recovering other damages to which either is entitled.

**PART B (Non-Residential)**

10.15 If the Premises is not used for residential purposes as described in Part A, and if as a result of that IC 32-31-3-1.1, et seq., as amended, does not apply, the parties may make other arrangements for a security deposit. They should be in writing and either be made a part of this Lease (such as under Section 14) or be included in an addendum to this Lease or an amendment of it.

10.16 The parties may, however, use all or as much of Part A as they may agree.

By both parties initialing here \_\_\_\_\_ and by inserting an amount in Subsection 10.03, they put into operation the provisions of Part A, except to the extent they mutually waive, amend or omit any of them.

**SECTION 11. DEFAULTS AND REMEDIES.**

11.01 Defaults by Tenant. A default by Tenant will have occurred under this Lease IF:

(a) Tenant fails to pay the full amount of any installment of rent on or before the date when it is due and payable; or

(b) Tenant fails to observe or perform any other provisions of this Lease for thirty (30) days after Landlord has given Tenant notice of the nature of Tenant's failure; or

(c) Tenant files a petition in bankruptcy or for an arrangement under any present or future federal or state bankruptcy law, or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or admits in writing Tenant's inability to pay debts as they become due; or

(d) a receiver or trustee of Tenant or of the Premises is appointed and, in the case of a proceeding brought against Tenant, is not discharged within ninety (90) days after the appointment, or Tenant consents to or acquiesces in the appointment; or

(e) Tenant abandons, quits or vacates the Premises; or

(f) any activity of Tenant causes the cancellation of the hazard insurance coverage on the Premises; or

(g) the interest of Tenant under this Lease is ordered sold under execution or other legal process; or

(h) Tenant remains at the Premises past the end of the original term of this Lease without the consent of Landlord.

11.02 Remedies and Obligations of Landlord if Default by Tenant. If a default by Tenant has occurred under this Lease and is continuing, Landlord has the following remedies and obligations:

(a) The right to re-enter and repossess the Premises, and the right to remove all persons and property from the Premises, all in a lawful manner.

(b) The right to give Tenant notice of Landlord's termination of this Lease as of a date specified in the notice, the date to be not earlier than the date of the notice.

(c) The right to advance money or make any expenditures to cure any default of Tenant other than default in payment of rent.

(d) The right to collect from Tenant by any lawful means:

(1) any rent due and unpaid;

(2) the balance of the total rent contracted for in 2.01, determined by crediting to such total rent:

(a) monthly (or other) installments of rent paid by Tenant, and

(b) rent received by Landlord as the result of re-letting the Premises. Tenant shall be obligated to pay this balance without regard to:

- (i) the existence of this Lease, or its termination for any reason or by any means; or
- (ii) Tenant's occupancy or possession of the Premises;

(3) any money advanced or expenditure made by Landlord pursuant to Subsection 11.02(c);

(4) any other amount which Tenant owes Landlord under this Lease or as allowed by law; and

(5) the attorney's fees, costs, and expenses, recoverable by Landlord.

(e) The Landlord shall use reasonable efforts to mitigate damages as required by Indiana law.

#### 11.03 Effect of Exercise of Remedies by Landlord.

(a) Upon exercise by Landlord of Landlord's right to reenter and repossess, or to remove persons and property from the Premises, or upon termination of this Lease pursuant to Subsection 11.02(b), Tenant and each person claiming by or through Tenant shall forthwith vacate the Premises and surrender it to Landlord, and Landlord shall be entitled to all remedies at law or in equity to effect this right. Upon re-entry, Landlord shall again have possession of the Premises as though this Lease had not been made.

(b) Upon the date specified in Landlord's notice of intention to terminate this Lease, this Lease shall terminate, and Tenant and any person claiming by or through Tenant shall become a tenant at sufferance.

11.04 Defaults by Landlord. A default by Landlord will have occurred under this Lease if Landlord fails to observe or perform any obligation imposed upon Landlord by this Lease for thirty (30) days after Tenant has given Landlord notice of the nature of Landlord's failure.

11.05 Remedies of Tenant for Default by Landlord. If a default by Landlord has occurred under this Lease and is continuing, Tenant has the following remedies:

(a) The right to bring an action against Landlord to recover such damages as Tenant may have incurred as a result of Landlord's default.

(b) The right to claim an eviction as provided by Indiana law.

#### 11.06 Provisions Applicable to Defaults and Remedies.

(a) Failure or omission of either party to exercise any remedy shall not constitute a waiver, or bar or abridge exercise of a remedy upon any subsequent default.

(b) Receipt of rent by Landlord with knowledge of default by Tenant shall not constitute a waiver as to such default or as to a remedy available in respect of such default.

(c) No right or remedy of either party shall be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Lease or now or hereafter existing at law or in equity. Termination of this Lease by Landlord shall not prohibit Landlord from recovering any monies due or to become due pursuant to Subsection 11.02.

(d) In addition to any remedies given Landlord by any previous provision of this Lease, Landlord shall be entitled, to the extent permitted by law, to injunctive relief in case of any violation, or attempted or threatened violation, of any of the covenants, agreements or provisions of this Lease.

(e) Each party is entitled to recover his reasonable attorney fees, costs and expenses incurred by reason of exercising his remedies under this Lease.

(f) If Landlord, without fault, is made a party to any litigation commenced against Tenant or because of Tenant's activities, and if Tenant, at Tenant's expense, fails to provide Landlord with legal counsel satisfactory to Landlord, Tenant shall pay all costs and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

(g) Each party shall be entitled to enforce any rights or exercise any remedies without relief from valuation and appraisal laws.

(h) Prior to termination of occupancy, notice by one party of the nature of the other party's failure to observe or perform an obligation shall specify the details of such failure to a reasonable degree so that the party who has the obligation may reasonably understand the failure. If a default cannot, with diligence, be cured within the time provided by this Lease, the party whose obligation it is to cure may give the other party notice of that fact and of appropriate details and if the party is proceeding with diligence and in good faith to cure the default, the time within which the failure may be cured shall be extended for such period as may be needed to complete the curing in diligence and good faith.

### **SECTION 12. SUBORDINATION OF LEASE TO EXISTING AND FUTURE MORTGAGES.**

12.01 This Lease is subject and subordinate at all times to the lien of existing and future mortgages upon the Premises, together with any renewals or extensions thereof, as may have been, or may hereafter be, granted by Landlord. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall, nonetheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgage, as may be desired or requested by a mortgagee of Landlord. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact, for the limited purpose of executing and delivering any such subordination instrument for and on behalf of Tenant.

### **SECTION 13. MISCELLANEOUS.**

13.01 Time is of the essence.

13.02 Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord. If this Lease is assigned, or if the Premises or any part thereof is sublet, or occupied by a party other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant as the case may be, and apply the amounts so collected to the rent herein reserved. No such assignment, subletting occupancy or collection shall be deemed

to be a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from his further performance of the covenants contained in this Lease. A consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from again obtaining Landlord's written consent to any subsequent assignment or subletting.

13.03 A Notice to be given under this Lease shall be in writing and either delivered in person or mailed, postage prepaid, and addressed: if to Landlord, at the address applicable according to Subsection 2.03; and if to Tenant, at the address of the Premises, or at such other address as Tenant shall designate in writing delivered to Landlord, except as provided in subsection 10.02. A notice mailed by registered or certified mail shall be deemed given on the date of postmark.

13.04 This Lease and its terms, covenants, agreements and provisions shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

13.05 Any change in, or modification or discharge of, this Lease shall be in writing signed by all persons who at the time are parties to this Lease.

13.06 This Lease and its terms shall be construed under the laws of the State of Indiana.

13.07 A memorandum of this Lease may be recorded in lieu of this Lease in accord with IC 36-2-11-20.

13.08 By initialing here \_\_\_\_\_ each party acknowledges the receipt of a signed copy of this Lease.

**SECTION 14. ADDITIONAL TERMS, COVENANTS, AGREEMENTS, AND PROVISIONS.**

14.01

IN WITNESS WHEREOF, the parties have signed on this the date first above written.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)“Landlord”  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)“Landlord”

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)“Tenant”  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name) “Tenant”

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_

This instrument was prepared by \_\_\_\_\_

**(See attached sheet for Lead-Based Paint Disclosure requirements)**

**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, 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.

**Landlord'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) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Landlord (Check (i) or (ii) below):
  - (i) \_\_\_\_\_ 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). \_\_\_\_\_
  - (ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment** (initial)

- (c) \_\_\_\_\_ Tenant has received copies of all information listed above.
- (d) \_\_\_\_\_ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

**Agent's Acknowledgment** (initial) - (if an agent is involved)

- (e) \_\_\_\_\_ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of Agent's 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.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

Landlord and Agent should retain a copy of this Disclosure for at least three (3) years after the commencement of this Lease.