

Residential Lease – Rental Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL TERMS DESCRIBED BELOW AND CONSISTING OF SIX PAGES. IF NOT UNDERSTOOD, TENANT(S) IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

PARTIES: Bitterroot Property Management Inc., hereinafter known as "**Manager**", and _____,
hereinafter known as "**Tenant(s)**" agree as follows:

SPECIFIC TERMS:

RENT: Please mail rent checks to **P. O. Box 3503, Missoula, MT 59806** or deliver to **414 W. Broadway, Missoula, MT 59802**.

NOTICE OF STATUS AS MANAGER: Manager hereby notifies Tenant(s) that Manager is authorized to manage the Premises, which are described below, on behalf of its owner, as the owner's agent and that the Manager is authorized to accept service of process, notices and demands on behalf of the owner.

PREMISES: The Tenant(s) hereby agree to lease the premises located at _____,
_____ in Missoula, Montana, consisting of _____ Bed(s), _____
Bath(s) and _____ Smoke Detector(s).

ADDITIONAL OCCUPANTS: In addition to the Tenant(s) identified above, it is agreed that the following individuals shall occupy the premises _____

TERM OF LEASE: This Agreement shall begin on _____, at which time Tenant(s) shall be entitled to possession of the unit. This tenancy is (check one of the following):

_____ **MONTH-TO-MONTH**

PROPER NOTICE TO VACATE: The tenant(s) must deliver to the Manager, a written "Notice to Vacate" 30 days or more prior to the actual move out date.

_____ **FIXED TERM** for a period of _____ Months

CONFIRMATION OF END OF LEASE: The tenant(s) must deliver to the Manager, a written "Confirmation of End of Lease" 30 days or more prior to the actual move out date/end of lease.

HOLDOVER: When the tenant(s) do not give written "Confirmation of End of Lease" to the Manager and the term of the original Agreement is expired, this Agreement shall be automatically renewed on a MONTH-TO-MONTH basis at the current rental rate and subject to the terms of this Agreement, except as modified by this paragraph.

PAYMENT TERMS: The Tenant(s) agrees to pay Manager the amounts set out as follows:

First Month's Rent: \$ _____ , upon entry into this Agreement;
Monthly Rental: \$ _____ , on the 1st day of each month hereafter;
Security Deposit: \$ _____ , upon entry into this Agreement;
Late Charge: \$ _____ 50.00 _____ , if rent is paid between the 3rd and the 10th of the month;
NSF Check Fee: \$ _____ 50.00 _____ , if your check is returned once;
NSF Check Fee: \$ _____ 50.00 _____ , if your check comes back the second time.

PETS: No pets shall be permitted on the premises, except the following described pet(s):

KEYS: The Tenant(s) shall pay all re keying or replacing charges in the event that the keys are either lost or not returned upon termination of this Agreement.

NO SMOKING ON PREMISES: Smoke damage could result in tenant(s) being charged for repainting and/or carpet replacing.

UTILITIES: The Utilities checked below are the obligation of the Tenant(s). Tenant(s) shall contract with and pay the utility provider directly for the indicated utilities. There may be other utilities billed to you directly from Bitterroot Property Management, Inc. which are also the tenant(s) responsibility. Utilities, or services, the tenant must sign up for are:

___ Sewer	___ Gas	___ Water	___ Electricity for a well
___ Heat	___ Trash	___ Electric	___ Other

Utilities, or services, the will be billed to you by Bitterroot Property Management, Incorporated. They are listed as percentages of the entire buildings usage.

____% Sewer ____% Gas ____% Water ____% Electricity for a well
____% Heat ____% Trash ____% Electric ____% Other

Common Area Maintenance covers cleaning, repairs, special handling and other services that are not typical wear and tear. If these costs are incurred they will be billed back to the tenant(s).

SERVICES: The services checked below are the obligation of the Tenant(s). If Tenant(s) retains third parties to provide any of the services, Tenant shall pay such third party directly.

____ Snow Removal ____ Lawn Care ____ Sprinkler ____ Other _____

RELATED DOCUMENTS: Incorporated into the terms of this Agreement are the following (check all that apply):

____ Tenants Application for Rental ____ Move in Property Condition Report
____ Lead Based Paint Disclosure/Handout ____ Other _____

EMERGENCY CONTACT: In case of an emergency, notify the following individual:

Name: _____

Address: _____

Phone: (____) _____ Relationship: _____

SIGNATURES OF APPROVAL:

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date

IT IS UNDERSTOOD THAT THE GENERAL TERMS CONTAINED IN THE SECTIONS THAT IMMEDIATELY FOLLOW ARE AN INTEGRAL PART OF THIS AGREEMENT.
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GENERAL TERMS:

RENT: Rent is payable in advance on or before 5:00 p.m. on the day indicated on for each calendar month to Manager at the address indicated in the Specific Terms of this Agreement, or at such other place as may be designated by Manager from time to time. Acceptance of rent does not constitute a waiver of prior Tenant(s) default. All payments made by Tenant(s) shall apply first to the oldest sums due and owing under the terms of this Agreement.

LATE CHARGE: In the event rent is not paid by the date set out in the Specific Terms of this Agreement, a late charge in the amount set forth therein shall arise. The late charge period is not a grace period and manager is entitled to pursue the remedies provided herein if rent is not paid when due. All late fees shall be deemed in addition to rent for the month and shall be paid and collected as such.

NSF CHECKS: In the event any payment, made by check, to the Manager by Tenant(s) is returned unpaid, the Tenant(s)'s payment shall not be considered made until such funds are made good. In addition Tenant(s) shall pay the NSF Check Fee set out in the Specific Terms of this Agreement.

SECURITY DEPOSITS: Tenant(s) agrees to pay concurrent with the signing of this Agreement a security deposit to secure Tenant(s) compliance with all of the conditions of this Agreement and Manager's Rules and Regulations if any. Manager will hold all security deposits in a trust account. If held in an interest bearing trust account all interest will be retained by Manager. Manager is not required to provide trust account information to the Tenant(s). Tenant(s) shall not deem the security deposit rent for any rental month, unless Manager elects to do so, nor shall it constitute a measure of Manager's damage in the event of default. In the event the Tenant(s) defaults under the conditions of this Agreement and/or Manager's Rules and Regulations, if any, or upon the expiration for the term of this Agreement, Manager may deduct a sum equal to the damage alleged to have been caused by the Tenant(s), together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the Manager at the time of deduction, including rent owed and a sum for actual cleaning expenses. If the security deposit is insufficient to satisfy such sums owing, Tenant(s) shall pay the deficiency upon demand. If Tenant(s) fails to pay such deficiency upon demand, Manager may proceed with collection of such deficiency using any lawful means. Any excess of the security deposit will be returned in accordance with the Residential Tenant(s)'s Security Deposit Act (Title 70, Chapter 25 of the Montana Code Annotated) to the forwarding address provided by Tenant(s) together with a security deposit statement.

ADDITIONAL OCCUPANTS/GUESTS: The premises shall not be occupied by any person other than those named as Tenant(s) or additional occupants in this Agreement, without the prior written consent of the Manager. Tenant(s) shall not permit any guest to stay for more than five (5) consecutive days in any twelve-month period, without prior written consent of the Manager. Any guest who stays in excess of this amount shall be considered an unauthorized occupant.

LAWN CARE: Lawn care includes weeding, trimming and raking as necessary as well as mowing at least every seven days and watering in accordance with local regulations. (See Page 3, under Services; if this is your responsibility)

ANIMAL/PETS: No animals will be brought on the premises by Tenant(s) or guest at any time without a prior written consent of the Manager. (See Page 2, under Pets; if this applies to your agreement)

RULES AND REGULATIONS: The Manager may adopt Rules and Regulations concerning the Tenant(s)'s use and occupancy of the premises, if its purpose is to promote the convenience, safety, or welfare of the occupants in the premises, preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the Tenants generally, if it is reasonably related to the purpose for which it is adopted, if it applies to all occupants in the premises in a fair manner, if it is sufficiently explicit in its prohibition, direction, or limitation of the Tenant(s) conduct to fairly inform the Tenant(s) of what must or must not be done to comply, if it is not for the purpose of evading the obligations of the Manager, and if the Tenant(s) has notice of it at the time that the Tenant(s) enters into the rental agreement or when it is adopted. All Rules and Regulations must be in writing and delivered to the Tenant(s). Tenant(s), additional occupants and all guests shall abide by all Rules and Regulations, including but not limited to those concerning noise, odors, disposal of refuse, animals, parking, and use of common areas.

ORDINANCES AND STATUTES: Tenant(s) shall comply with all applicable statutes, ordinances, and requirements of all municipal county, state and federal authorities and with any applicable private restrictive covenants regarding the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant(s) will not assign their interest in this Agreement or sublet any portion of the premise without prior written consent of the Manager.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant(s) acknowledge that the premises are in good order and repair, unless otherwise indicated on your property condition "move in" report. Tenant(s) shall not destroy, deface, damage, impair or remove any part of the premises. Tenant(s) will maintain the premises in a clean, safe and sanitary manner, including the maintenance of all smoke detectors located in the premises. Tenant(s) shall be liable for damages caused by their actions and those of additional occupants and guests. Tenant(s) shall not re-key any locks, add any lock, paint, paper, or redecorate or make other alterations to the premises without the prior written consent of the Manager.

INSPECTIONS: Except in emergencies, Manager shall give Tenant(s) a twenty-four (24) hour notice of intent to enter the premises at a reasonable time for the purpose including but not limited to, inspections to make repairs or alterations, to supply services or exhibit the premises to potential tenants, purchasers, mortgagees, owners or workmen. Tenant(s) shall not deny Manager or Manager's inspectors access to the premises. Tenant(s) have the option to give the Manager verbal authorization for the Managers' Service Personnel to enter the unit with a pass key,

INSURANCE: Manager and/or Owner shall not be liable to Tenant(s), nor insure Tenant(s), for any personal Injury or property damage caused by the act or omission of any other Tenant(s) or third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God. Tenant(s) acknowledges responsibility for securing Renter's Insurance to cover Tenant(s)'s personal property against any loss or damage.

ABSENCES: Tenant(s) shall notify Manager of any anticipated absence of greater than seven (7) days or such absence will be considered abandonment of the premises and Manager may reenter and re-rent the premises.

DEFAULT: Tenant(s) agrees that each of the terms of this Agreement and of Manager's Rules and Regulations, if any, constitutes an independent condition of Tenant(s)'s right to possession of the premises. Any failure by Tenant(s) to comply with one or more of such terms shall constitute a default under the terms of this Agreement and Manager may terminate Tenant(s)'s right to possession of the premises and other rights under this Agreement, together with such other remedies as provided by the Residential Landlord and Tenant Act of 1977 (Title 70, Chapter 24 of the Montana Code Annotated) and the Residential Tenants' Security Deposit Act (Title 70, Chapter 25 of the Montana Code Annotated).

ABANDONED PERSONAL PROPERTY: Upon termination of tenancy, if Tenant(s) fail to remove personal property from the premises, Manager agrees to give Tenant(s) fifteen (15) days notice, at Tenant(s)'s last known address, of the date Manager intends to dispose of said property either by sale or destruction as provided by Montana Code Annotated §70-24-430, if property is not removed by Tenant(s).

VACATING PREMISES PRIOR TO LEASE TERMINATION: Tenant(s)'s obligations under the terms of this Agreement shall not cease upon surrender of premises. Such obligations shall continue until this Agreement expires. In all cases, vacating Tenant(s) shall remain jointly and severally liable under the terms and conditions of this Agreement. In the event that one or more, but fewer than all, Tenant(s) vacate prior to the termination of this Agreement the vacating Tenant(s) and the remaining Tenant(s) shall remain liable for the full sums due hereunder, unless the Tenant(s) is released in writing, from this agreement. The remaining Tenant(s) may locate a prospective Tenant(s) acceptable to them; however such prospective Tenant(s) must be approved by Manager prior to taking occupancy. Furthermore, no portion of the security deposit shall be returned, until the termination of this Agreement, and, if then, only as provided herein.

TERMINATION OF TENANCY: Upon termination of tenancy, Tenant(s) shall return premises to Manager in as good as condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant(s)'s personal property, trash and debris. Tenant(s) acknowledges that no representations as the condition or repair of the premises, nor as to Manager's intentions with respect to any improvements, alteration, decoration or repair of the premises have been made to Tenant(s), unless provided in this Agreement. Tenant(s) may get a copy of the original move in report as to the property's CONDITION when they moved in. Upon termination of this Agreement the parties agree as follows:

1. Tenant(s) must bring the keys back to the Manager, before a formal move out inspection can be completed. The rental unit is not vacated until all KEYS ARE BROUGHT IN.
2. If further cleaning is required, tenant(s) will have 24 hours from the time of the move out inspection to get a copy of their move out report.
3. Tenants will then be able to pick up a key to the rental unit and have 24 hours to address the areas indicated on the move out inspection that did not pass inspection. If keys are not brought back to our office within this 24-hour time, you will be charged additional rent.
4. Failure to accomplish said cleaning within the time allowed entitles Manager to deduct the cost of cleaning from the security deposit.
5. If Tenant(s) does not notify Manager of any intent to vacate or vacates without notice, Manager has no obligation to provide a twenty-four (24) hour cleaning notice and may proceed to clean and deduct any cleaning charged from the security deposit.
6. Within thirty (30) days after the termination of the tenancy, Manager shall provide Tenant(s) with a written list of any rent due and any damages and cleaning charged deducted from the security deposit and payment of the difference, if any, between the security deposit and the deducted charges.
7. If after inspection there are no damages to the premises, no cleaning required, and no rent unpaid and if the Tenant(s) can demonstrate that no utilities are unpaid by the Tenant(s), the Manager shall return the security deposit within 10 days.

KEYS: Tenant(s) is responsible for the cost of re-keying or replacing, if all keys are not returned upon vacating.

TENANT(S) OBLIGATIONS: Tenant(s) is obligated as follows:

1. To comply with all obligations primarily imposed upon Tenant(s) by applicable provisions of building and housing codes materially affecting health and safety;
2. To keep that part of the premises that they occupy and use as reasonably clean and safe as the condition of the premise allows;
3. To dispose from the dwelling all ashes, garbage, rubbish and other waste in a clean and safe manner;
4. To keep all plumbing fixtures in the dwelling unit or used by Tenant(s) as clean as their condition permits;
5. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning facilities as well as elevators and other facilities on the premises;
6. To conduct themselves and require other persons on the premises by consent of Tenant(s) to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises;
7. To use parts of the premises including the living room, bedroom, kitchen and dining room in a reasonable manner considering the purposes for which they were designed and intended;
8. Neither to commit nor allow any illegal acts on or about the premises;
9. To periodically inspect the premises and immediately notify Manager of necessary repairs;
10. To have all carpets professionally cleaned upon vacating and provide a receipt to Manager verifying such service;
11. To keep balconies, patios and porches neat and tidy at all times; no indoor/stuffed furniture is allowed on porches; bicycle storage and patio furniture are allowed;
12. To not store personal property in the interior common areas and hallways and to utilize exterior storage only as designated.
13. No hazardous material may be stored at anytime at the living premises, balcony, patio, porches or garages.

WAIVER OF DEFAULT: Failure to require strict compliance with term(s) of this Agreement or to exercise any right provided for in this Agreement shall not be deemed a waiver of the term(s).

SEVERABILITY: If a part of this Agreement is invalid, all valid parts that are severable from the invalid part shall remain in effect. If part of this Agreement is invalid in one or more of its applications, the part remains in effect in all-valid applications that are severable from the invalid applications.

NOTICES: Unless otherwise provided, any notice required to give pursuant to the terms of this Agreement, may be given personally or by mailing the same, postage prepaid, certified to Tenant(s) at the premises or to the Manager at the address stated in the Specific Terms of this Agreement or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing or upon personal delivery.

TIME: Time is of the essence to the terms of this Agreement.

ATTORNEY'S FEES: In any action brought by the Tenants(s) or Manager to enforce any of the terms of this Agreement, the prevailing party in such actions shall be entitled to such reasonable attorney fees and costs as the court or arbitrator shall determine just. If a dispute arises relating to this agreement or from any breach of this agreement then the prevailing party shall recover the following:

- All actual and consequential damages including but not limited to expenses and costs of any collection efforts;
- Attorneys' fees and court costs.

FAIR HOUSING: Civil rights laws of the United States prohibit housing discrimination on the basis of race, religion, sex, national origin, color, handicap, or familial status. All parties to this Agreement shall act according to said law. Bitterroot Property Management, Incorporated has specific policy prohibiting sexual harassment and harassment of tenants by other tenants, co-tenants, employees of BPM and any other persons. Some examples of sexual harassment consist of unwelcome verbal or physical conduct of a sexual nature when:

- Submission to the conduct is implicitly or explicitly made a term or condition of tenancy;
- Submission to or rejection of the conduct is used as a basis for a tenancy decision affecting the individual; or
- The conduct has the purpose or effect of unreasonably interfering with a tenant's enjoyment of his/her housing or creating an intimidating, hostile or offensive housing environment, making continued tenancy burdensome and significantly less desirable.
- Examples of prohibited sexual harassment include, but are not limited to:
 - propositions of pressure to engage in sexual activity; Sexual assault; Repeated intentional body contact; Repeated sexual jokes, innuendos or comments; Constant staring or leering; Inappropriate comments concerning appearance; Display of magazines, books or pictures with a sexual connotation; A pattern of renting to individuals because of their sex over more qualified persons.

In the event you feel that your civil rights are being violated, we ask you to file a written grievance with Bitterroot Property Management, Incorporated. A copy of our grievance procedure can be picked up at our office. At your request we can keep this grievance confidential and will respond appropriately after we have made our investigation. You may prefer to file a claim with the Human Rights Bureau at 1-800-542-0807.

COLLECTION COSTS: In the event Bitterroot Property Management, Inc. takes legal action against the lessees (named in this agreement), please be advised that there are costs other than attorneys' fees (noted above) that shall be the obligation of the tenant. These costs include in addition to rent owing, property damage, property cleaning and late fees. Tenant(s) further acknowledge that in the event the unpaid balance is placed for collection with any third party collection agency, a fee of 50% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees and any other fees so stated elsewhere. The authorized fee of 50% and the additional costs and charges listed above represent the actual costs incurred by Bitterroot Property Management, Incorporated, to collect amounts owed under this agreement and a corresponding decrease in expected revenue resulting from this signer's failure to pay as specified in this agreement.

MEGAN'S LAW: Sexual or Violent Offender Registration information. The Manager has no obligation to have this information available to you. If you have any question regarding this matter we suggest that you contact the following public agencies: County Attorney's Office; City Attorney's office; Sheriff's Department; City Police Department.

RADON WARNING: The Manager has no knowledge of a Radon hazard or any knowledge of prior Radon testing. If you have questions you may call the County Health Department. In Missoula County the phone number is 406-523-4755.

AGENCY DISCLOSURE: In this rental agreement, be advised that Bitterroot Property Management, Incorporated, is under contract to represent the owner of the property. Furthermore, Bitterroot Property Management, Incorporated has not represented the tenant in this transaction. This is a legally binding contract, the terms and conditions of the ten (10) pages of this agreement are important. If not understood, you are advised to seek the advice of competent legal counsel.

PROPERTY (MOVE IN) CONDITION REPORT: Tenant will be furnished with a Condition Report for the Premises at the initiation of this Agreement, including a statement verifying the working condition of smoke alarms. Tenant will have one week (7 days) from the date of this Agreement within which to propose any revisions to the Condition Report. If the tenant fails to propose any revisions within the time allowed, the Tenant is deemed to have accepted the Condition Report as an accurate representation of the condition of the Premises. If the tenant does not agree with the Condition Report, the tenant must submit any proposed changes in writing to Bitterroot Property Management, Incorporated, at 414 West Broadway, Missoula, Montana. The Tenant must turn these proposed changes in writing and have seven (7) days to do this. Within five (5) days after submitting these changes, the Tenant agrees to provide Bitterroot Property Management, Incorporated, access to the premises to adequately verify and document any alleged deficiencies in the Condition Report. Tenant agrees to maintain the smoke detector(s) in good working order during their tenancy.

ENTIRE AGREEMENT: The foregoing six pages and the following disclosure on page 8 constitutes the entire Agreement between the parties and supersedes any oral or written representation or agreements that may have been made by either party. Further, Tenant(s) have relied solely on their own judgment, experience and expertise in entering into this agreement with the Manager and are of legal age and sound mind.

MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention are studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence or propensity for mold in a building that is subject to any contract to purchase, rent, or lease. In the case of a rental, it is a requirement for the tenant to report to the property manager and follow up, if necessary, any water related problems.

DO NOT IGNORE MOLD, even in small patches. Look for the smallest sign of moisture. Sometimes a leak is barely visible. Do not ignore any sign of water or moisture. Sometimes the smallest leak is most damaging. Avoid the use of central humidifiers unless absolutely necessary. A pan of water on a stove is a better option if air is too dry. Humidifiers spread mold spores through out the home. The EPA recommends relative humidity between 30% and 50%, but most mold experts recommend less than 40%. Moisture can be measured with a hygrometer purchased at a hardware store for \$15-\$20. Check dryer vents for obstructions or kinks and remove lint from piping. Always vent dryer to the outside. When you come across a moldy surface we suggest the following cleaning instructions: All moldy surfaces should be cleaned with a

household bleach (i.e. Clorox) and water mixture. One (1) cup of bleach mixed in one (1) gallon of water is recommended. You can add a little dish soap to the bleach water to cut dirt and oil on the surface that is moldy. With good ventilation, apply the bleach water mix to the surface with a sponge, let it sit for 15 minutes, and then thoroughly dry the surface. Be sure to wear a dust mask, rubber gloves and open lots of windows when cleaning with bleach water. If you have any further questions please call Bitterroot Property Management, Incorporated at their office.

TENANTS INDEMNIFICATION: Tenant agrees to indemnify and hold harmless Bitterroot Property Management, Incorporated, and or the property owner, from any and all costs including, but not limited to attorney's fees, claims or judgments resulting from his/her behavior. This includes but is not limited to matters involving Fair Housing, premise liability or dog bite.

THE FOLLOWING TAKE AFFECT IMMEDIATELY

1. **CANDLES:** Have been found to be a severe fire hazard and their use is prohibited.
2. **FLAMMABLE LIQUIDS:** Gasoline, kerosene, mineral spirits, etc., constitute a serious danger and are prohibited.
3. **FIRE ALARMS, FIRE EQUIPMENT, AND SMOKE DETECTORS:** All possible measures are taken to assure the safety of our residents. Tampering with fire alarms, smoke detectors and fire equipment is prohibited because of the possibility of hindering tenant response in the event of a fire. Prosecution by criminal authorities is the penalty for intentionally setting off false fire alarms, the unauthorized use of fire equipment, and setting fires.
4. **HALOGEN LAMPS:** The Consumer Product Safety Commission issued a warning about the dangers of halogen lamps, and the excessive operating temperatures of 970 to 1200 degrees Fahrenheit that they produce. Curtains, clothing, paper items and so forth burn quickly when they come in contact with high voltage bulbs. Light bulbs greater than 75 watts either incandescent or halogen are not allowed.
5. **OPEN FIRES AND COOKING FIRES:** shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.
6. **CONCERNING USAGE OF:** a Hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall not be used or kindled on any balcony or under any overhanging portion or within 10ft (3m) of any structure.
7. **TO MEDICAL MARIJUANA USERS:** No smoking on premises. No marijuana cultivation on property.
8. **MOLD STATEMENT:** Traces of mold are found everywhere as an ongoing process of nature. This process of decomposing (or decaying) can have health ramifications, especially if you are sensitive to mold. Please carefully read the details concerning mold on page 8 of this agreement.

**DISCLOSURE OF INFORMATION ON LEAD-BASED
PAINT AND 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 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 known 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 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 lessee with all available records 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".

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(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.

_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Lessee	_____ Date

Residential Lease

Page 10 of 10

Tenant to initial