



Addendum To Rental Agreement Additional Information

This addendum is made and entered into on **06/24/2023** to Lease dated

Between Landlord/Agent **Tracy Shields** and Tenant **Adam Jackson** for Property located at: **4411 Cherry Way** **Frank Shields** **Cathryn Paul** **Baltimore, MD 21229**

Now, therefore, it is mutually agreed that the following provisions be added:

Tenant is authorized to have two cats at additional cost of \$35 each per month, due the first of each month during lease term.

Tenant is authorized to have a professional installation of two Schlage Encode Plus Smart WiFi deadbolts at front and back doors and must provide a key and code to owners upon installation. If tenant decides to remove the locks at the end of the lease term, the property must be restored to its original condition.

Tenant is authorized to have a professional installation of one ecobee Smart Thermostat Premium. Should tenant decide to remove the thermostat at the end of the lease term, the property must be restored to its original condition by replacing with existing thermostat.

All other lease items and conditions remain in full force and effect.



Tracy Shields 06/24/2023
 Landlord/Agent Date
 6/24/2023 12:56:04 PM ADT



Frank Shields 06/26/2023
 Landlord/Agent Date
 6/26/2023 12:02:48 PM ADT



Adam Jackson 06/26/2023
 Tenant Date
 6/26/2023 12:34:49 PM EDT



Cathryn Paul 06/26/2023
 Tenant Date
 6/26/2023 12:43:09 PM EDT





MARYLAND RESIDENTIAL LEASE AGREEMENT

1. DATE OF LEASE OFFER: 06/22/2023

2. LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD (Collectively referenced herein as "Landlord")
Tracy Shields Frank Shields

3. TENANT: Adam Jackson Cathryn Paul

4. LEASED PROPERTY ADDRESS ("THE PROPERTY"):
4411 Cherry Way Baltimore 21229

5. **INITIAL LEASE TERM:** Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of 12 months commencing on 07/15/2023 and ending on the 07/31/24 (the "Initial Term", at a total rental amount of \$ 28,740.00 for said Term, due and payable in equal monthly installments of \$ \$2,395.00, in advance, on or before the first day of each month ("Rent Due Date") of said Term, plus if applicable the sum of \$ 77.26 on 1,236.16 as "pro rata" rent for the period 07/15/23 through 07/31/23. If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent said Rent as set forth herein. Tenant agrees to pay rent to

Tracy Shields at **Zelle ~ (240) 447-9099**

(or at such other place as Landlord may from time to time designate) without deduction, demand or offset and said obligation to pay Rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons:

Name Adam Jackson

Name _____

Name Cathryn Paul

Name _____

Tenant represents and warrants to Landlord that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Landlord on the application for tenancy form, as signed by Tenant.

7. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial one selection):

A. NONE. Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.

B. MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the Initial Term by giving written notice to the other party 60 days prior to the end of the Initial Term. Either party may terminate the month-to-month lease at the end of any rental month, provided that written notice of not less than sixty (60) days is given to the other party _____ days prior to the last day of the desired final rental month of the tenancy. **NOTICE: notice requirements vary depending on the jurisdiction.**

Tenant WJ / JS
LF1320MD

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Landlord/Authorized Representative of Landlord

TS, FS

$[TS], [FS]$

Tenant may not utilize the Security Deposit as rent and must not apply the same as the last month's Rent.

The Security Deposit will be deposited within thirty (30) days after it has been received and maintained in an escrow account, devoted exclusively to security deposits, in a federally insured financial institution which does business in the State of Maryland. The Security Deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. The Landlord must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the Property together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, Landlord must return the Security Deposit to Tenant together with simple interest which will accrue at the legal rate less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord, provided the said Security Deposit is Fifty Dollars (\$50.00) or more. Interest on the Security Deposit shall not be compounded. Landlord need not notify Tenant of his/her intention to withhold all or any part of the Security Deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event Tenant may make demand for return of the Security Deposit by giving written notice by first class mail to Landlord within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the Property. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

Tenant has the right to have the Property inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the Tenancy if Tenant so requests, in writing, by certified mail, to Landlord within fifteen (15) days of the Tenant's occupancy of the Property. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Property if Tenant notifies Landlord by certified mail of Tenant's intention to move, date of moving and Tenant's new address. Such notice, from Tenant to Landlord, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord shall notify Tenant by certified mail of the time and date when the Property is to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

In the event of a sale of the Property or the transfer or assignment by Landlord of this Lease, Landlord has the obligation to transfer the Security Deposit to the transferee. After the transfer is made and after written notice of same is given to Tenant with the name and address of the transferee, Landlord is released from all liability for the return of the Security Deposit and Tenant must look solely to the new Landlord for the return of his Security Deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the Security Deposit to a new Landlord.

In the event of any rightful or permitted assignment of this Lease by Tenant to any assignee or sublessee, the Security Deposit is deemed to be held by Landlord as a deposit made by the assignee or sublessee and Landlord will have no further liability with respect to return of such Security Deposit to the assignor.

The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Landlord, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the Tenant.

Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to Tenant for the maintenance of the Security Deposit as required by law.

Tenant acknowledges that this paragraph (SECURITY DEPOSIT) shall serve as receipt of Security Deposit.

aj / CP **TENANT'S INITIALS**

14. PETS/SERVICE ANIMALS:

A. PETS: Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property de-fleed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage. Additionally, Tenant agrees to pay for any and all damages caused by pets to the Property.

Tenant aj / CP

TS / FS

Pet Deposit: \$ 0 has been added to the security deposit in consideration of Landlord allowing Tenant to keep pet on the Property. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.**

B. SERVICE ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal:

15. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Landlord agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

16. SMOKE ALARM INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. **NOTICE: Local jurisdictions may have additional requirements.** Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

17. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors in accordance with state or local law. Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

NOTICE: Some local jurisdictions require Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit. If the Property is located in a jurisdiction that requires Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit, Tenant should initial the Tenant Certification.

Landlord/Authorized Representative of Landlord

LF1320MD

UTILITY	FURNISHED AT COST OF:	
a. Cable TV	☐ Landlord	☒ Tenant
b. Cold Water/Sewer	☐ Landlord	☒ Tenant
c. Cooking Fuel	☐ Landlord	☒ Tenant
d. Electricity	☐ Landlord	☒ Tenant
f. Heating Fuel	☐ Landlord	☒ Tenant
e. Heating of Water	☐ Landlord	☒ Tenant
g. Trash Removal	☒ Landlord	☐ Tenant
h. <u>Lawn Care, Mulch</u>	☒ Landlord	☐ Tenant
i. <u>Snow Removal Driveway</u>	☐ Landlord	☒ Tenant

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease.

24. AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Landlord is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

Except as provided above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Landlord, in Landlord's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

Tenant

$$[a], [\mathcal{CP}]$$

In the event the Property is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for collection of such costs as Landlord has for the non-payment of rent under this Lease.

Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

26. LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Landlord shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate.

27. SHOWING OF PROPERTY FOR RENT OR SALE: During the last 60 days of this Lease, or any renewal thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of 10:00am to 8:00pm daily. Landlord shall give Tenant reasonable notice of such showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

28. INSPECTIONS: Tenant acknowledges that Landlord has the right to be present at any and all inspections in and about the Property, and agrees to notify Landlord prior to any inspection.

29. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS: Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.

30. TENANT'S RESTRICTIONS REGARDING PROPERTY:

A. CHANGES TO THE PROPERTY: Tenant shall not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, nor make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Landlord's written consent.

B. VEHICLE PARKING: Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.

C. TRASH: All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.

D. WATERBEDS: Tenant acknowledges that waterbeds are not permitted on or about the Property.

E. SMOKING: Tenant acknowledges that smoking is not permitted on or about the Property.

F. SPACE HEATERS: Tenant acknowledges that space heaters are not permitted on or about the Property.

31. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA: In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is _____

32. WATER/MOISTURE/MOLD: Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets), flooding and/or water damage to the Property. In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold.

Tenant

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Landlord/Authorized Representative of Landlord

TS , JS

33. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Federal Program") requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease.

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

C. AGE CLASSIFICATION OF PROPERTY: Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that:

The Federal Program (check one)

- ☒ the Property was built during or after 1978; the Federal Program does not apply.
☐ the Property was built before 1978; the Federal Program applies.

The Maryland Program (check one)

- ☐ the Property was built prior to 1978, the Maryland Program applies.
☒ the Property was built during or after 1978; the Maryland Program does not apply.

Age Classification Unknown (check if applicable)

☐ Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

D. ACKNOWLEDGEMENT: Tenant understands that the Property may be subject to Federal and Maryland as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal and Maryland as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

1. **Under Federal Law** (The Residential Lead-Based Paint Hazard Reduction Act of 1992)

a. The EPA "Protect Your Family From Lead In Your Home" brochure.

2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)

a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment

b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as in 1.a.)

E. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb paint. Before and during any renovation, repair or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP. Tenant shall not personally perform any renovation, repair or painting project which might disturb paint in pre-1978 rental housing. Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord written evidence, satisfactory to Landlord, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP. For detailed information regarding the RRP, Tenant should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Tenant understands and acknowledges that compliance under Federal and Maryland law is the sole responsibility of Landlord and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice. aj / EP **TENANT'S INITIALS**

34. TENANT ACCEPTS PROPERTY: Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing.

Tenant aj / EP

TS / FS

35. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Tenant may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that no real estate licensee involved in the leasing of the Property, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

36. FLOOD-PLAIN NOTICE: In the event any part of the Property is located within a designated flood hazard area, Tenant is advised of the following:

The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U.S. Government subsidized flood insurance which may be purchased from some insurance agents. Damage to motor vehicles may not be covered by such insurance; therefore, you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage to your motor vehicle resulting from flooding in this area. The local zoning authority can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact the appropriate department before signing either this acknowledgement or Lease for this rental unit. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: <https://www.fema.gov/national-flood-insurance-program>. Detailed information regarding flood insurance rate maps may be obtained at: <http://www.mdfloodmaps.net/home.html>

I acknowledge reading and understanding the foregoing warning concerning flooding. I have been provided time, prior to signing either this acknowledgement or Lease, to contact the appropriate governmental agency concerning the susceptibility of the area around my rental unit to flooding.

aj

EP

TENANT'S INITIALS

NOTICE: Some jurisdictions require acknowledgement of this notice.

37. TENANT'S LIABILITY AND RESPONSIBILITY TO OBTAIN INSURANCE: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Landlord shall not be responsible or liable for any loss damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Landlord shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Landlord, or to hold Landlord harmless, or to exonerate Landlord from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Landlord on or about those areas which are not within Tenant's exclusive control.

38. JOINT AND SEVERAL LIABILITY: Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

39. TENANT INDEMNIFIES LANDLORD: Tenant shall indemnify and hold Landlord harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of Tenant.

40. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Landlord at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.

41. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord may in accordance with Maryland law (a) eject Tenant and take possession of the Property; (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rent; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

42. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE: Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect. Landlord may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

Tenant

aj / *EP*

TS / *JS*

43. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS DAMAGED: If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Landlord elects to repair the damage to the Property, then Landlord shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.

44. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT: If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Landlord and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

45. LANDLORD'S RIGHT TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Landlord of Landlord's remedies under this Lease, or should Tenant abandon the Property, Landlord may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. Abandonment of leased Property means there is an absolute relinquishment of Property by Tenant consisting of act and intention. Tenant, upon demand by Landlord, shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and may be liable to Landlord for the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property(ies) owned by Landlord.

46. TENANT AND LANDLORD MAY MEDIATE DISPUTES: In the event a dispute between Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS®, the Maryland Association of REALTORS®, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

47. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

48. LANDLORD DOES NOT WAIVE LEGAL RIGHTS: The failure of Landlord to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Landlord of such term or condition or an election for future instances.

49. HEIRS AND ASSIGNS ARE BOUND BY LEASE: The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Landlord and Tenant.

50. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

51. REAL ESTATE BROKER LEGAL LIMITATIONS: As used in this Lease, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 11 of this Lease; (b) the two (2) named Sales Associates identified on Page 11 of the Lease; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. Landlord and Tenant understand and acknowledge that any broker and broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by broker or any agent, subagent, or employee of broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Landlord and Tenant resulting in broker or broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Landlord and Tenant, jointly and severally, agree to indemnify broker and broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by broker or broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against broker or broker's agents, subagents, or employees for any wrong doing.

Tenant

aj / *CP*

Landlord/Authorized Representative of Landlord

TS *JS*

52. REAL ESTATE LICENSEE DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.

53. AGENCY DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of "Understanding Whom Real Estate Agents Represent."

54. TIME IS OF THE ESSENCE: Time is of the essence of this Lease.

55. ADDITIONAL PROVISIONS:

Pet Fee of \$35.00 per pet, equaling a total of \$70.00 has been added to the monthly rental fee.

If tenant paints property during occupancy, tenant agrees to repaint all areas Cool Platinum by Sherwin-Williams.

Tenant agrees to obtain a rental insurance policy and provide landlord a copy of the policy within one week of moving in.

If any repair maintenance is necessary, tenant agrees to contact Landlord and further agrees to use Landlord's list of preferred contractors.

Landlord has the option to visit the property every 3 months providing tenant with 48-hour notice.

ADDENDUM(S) ATTACHED CONCERNING **Property Information**

56. ADDENDUM: ☐ Yes ☒ No (See attached Local City/County Notices/Disclosure attached hereto and made part of this Lease).

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

Authentisign
Adam Jackson 06/23/2023
 Tenant's Signature Date
 Authentisign
Cathryn Paul 06/23/2023
 Tenant's Signature Date

Authentisign
Tracy Shields 06/24/2023
 Landlord or Authorized Representative of Landlord Date
 Authentisign
Frank Shields 06/26/2023
 Landlord or Authorized Representative of Landlord Date

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: **Long and Foster Real Estate Inc**

BROKER OF RECORD NAME:

SALES ASSOCIATE NAME: **Kellie Plucinski**

OFFICE ADDRESS: **189 Kentlands Blvd, Gaithersburg, MD 20878**

OFFICE PHONE: **301-915-9500** BROKER/SALES ASSOCIATE MLS ID: **3016608**

SALES ASSOCIATE PHONE: **240-997-1497** SALES ASSOCIATE E-MAIL: **Kellie@LnF.com**

ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR
☒ INTRA-COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKERAGE COMPANY NAME: **Long and Foster Real Estate Inc.**

BROKER OF RECORD NAME:

SALES ASSOCIATE NAME: **Christof Huebner**

OFFICE ADDRESS: **1312 Bellona Avenue, Towson, MD 21093**

OFFICE PHONE: **410-825-6400** BROKER/SALES ASSOCIATE MLS ID:

SALES ASSOCIATE PHONE: SALES ASSOCIATE E-MAIL: **Christof.Huebner@LnF.com**

ACTING AS: ☐ LANDLORD AGENT; OR
☐ SUBAGENT; OR
☐ EXCLUSIVE TENANT AGENT; OR
☒ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

This addendum is made and entered into on **04/07/2023** to Lease that begins on **07/15/23**

Now, therefore, it is mutually agreed that the following provisions be added:

- All other lease items and conditions remain in full force and effect.

 <i>Adam Jackson</i> 6/23/2023 10:32:49 AM EDT	 <i>Cathryn Paul</i> 6/23/2023 1:55:38 PM EDT
Tenant	Date



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards RENTALS

For the lease of Property at: 4411 Cherry Way Baltimore, MD 21229
 Property Address Unit #

I. LESSOR REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Lessor initial **ONE** of the following and state Year Constructed):

TS FS Property (all portions) was constructed **after January 1, 1978**. (If initialed, complete section V only.) Year Constructed: 2017
 _____ Property (any portion) was constructed **before January 1, 1978**. (If initialed, complete all sections.)
 _____ Lessor is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

LESSOR AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can post 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.

II. Lessor's Disclosure (each Lessor complete items **a** and **b** below)

a. Presence of lead-based paint and/or lead-based paint hazards (**initial** and complete **(i) or (ii)** below):

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

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

III. Lessee's Acknowledgment (each Lessee **initial** and complete items **c, d** and **e** below)

c. TS FS Lessee has read the Lead Warning Statement above.

d. TS FS Lessee has received copies of all information listed above. (If **none** listed, check here.) ☒

e. TS FS Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

IV. Agent's Acknowledgment (**initial** item **f** below)

f. TS FS 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.

V. 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.

Tracy Shields 04/25/2023
 Lessor Date
 4/23/2023 12:52:51 AM ADT
Frank Shields 04/27/2023
 Lessor Date
 4/27/2023 1:17:37 PM ADT
 _____ Date
 _____ Date
Kellie Plucinski 04/21/2023
 Agent Date
 4/21/2023 3:59:04 PM ADT

Adam Jackson 06/23/2023
 Lessee Date
 6/23/2023 10:32:55 AM EDT
Cathryn Paul 06/23/2023
 Lessee Date
 6/23/2023 1:54:41 PM EDT
 _____ Date
 _____ Date
Christaf Huebner 06/23/2023
 Agent Date
 6/23/2023 1:59:28 PM EDT

Lead-Based Paint
Rental Listing Agreement Addendum
STATE OF MARYLAND

The Rental Listing Agreement dated 04/06/23 between Tracy Shields (Landlord)
Frank Shields,
and Long & Foster Real Estate, Inc. (Broker)
for the property located at 4411 Cherry Way Baltimore, MD 21229 (Address)

The Maryland Lead Poisoning Prevention Act and the Federal Law (Residential Lead-Based Paint Hazard Reduction Act) require the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential property.

LANDLORD REPRESENTS AND WARRANTS TO TENANT, BROKERS, BROKERS' AGENTS AND SUBAGENTS OF BROKERS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT:

LANDLORD TO INITIAL:

_____ THE AGE OF THE PROPERTY IS UNKNOWN OR THE PROPERTY WAS CONSTRUCTED PRIOR TO 1978 AND HAS BEEN REGISTERED WITH THE MARYLAND DEPARTMENT OF ENVIRONMENT (MDE). AS REQUIRED, THE LEAD TEST HAS BEEN COMPLETED AND LANDLORD WARRANTS THAT THE PROPERTY IS AVAILABLE FOR TENANCY. LANDLORD SHALL PROVIDE COPY OF LEAD TEST FOR BROKERS AND SUBAGENTS OF BROKERS USE IN MARKETING PROPERTY. **TEST MUST BE ATTACHED**

_____ THE PROPERTY WAS CONSTRUCTED IN OR AFTER 1978. NO PROVISIONS OF MARYLAND OR FEDERAL LAWS APPLY.

A LANDLORD WHO FAILS TO GIVE THE FEDERAL REQUIRED LEAD-BASED PAINT DISCLOSURE FORM/EPA PAMPHLET INTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" AND THE MDE REQUIRED FORM "NOTICE OF TENANT'S RIGHTS", MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Landlord and any agent involved in the real estate transaction are required to retain a copy of the completed Lead-Based Paint Disclosure Form (Form LF090) for a period of three (3) years following the date of tenant occupancy.

All other terms and conditions of this Listing Agreement remain in full force and effect.

Date 04/25/2023

AuthentiSIGN
Tracy Shields
Landlord
4/25/2023 12:52:54 AM ADT
AuthentiSIGN
Frank Shields
Landlord
4/27/2023 1:17:38 PM ADT



EQUAL HOUSING
OPPORTUNITY
02/15

2018



**IF BATTERY
OPERATED ONLY,
ALARM MUST:**

- IF HARDWIRED
ALTERNATING CURRENT
(AC) ALARM:**

- ONE ALARM
MUST BE LOCATED ON
EACH LEVEL OF THE
DWELLING INCLUDING
THE BASEMENT**

**BUILT BEFORE
7/1/75**



BUILT BETWEEN
7/1/75 - 1/1/89



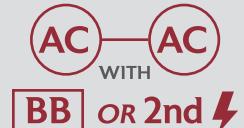
**BUILT BETWEEN
1/1/89 - 7/1/90**



BUILT BETWEEN
7/1/90 - 7/1/13



**BUILT AFTER
7/1/13**



BE AWARE!

- ## KEY

-  B: Battery powered alarm
-  AC: Alarm powered by alternating current (hardwired)
-  AC-AC: Hardwired interconnected alarm

- BB** BB: Battery Backup

- 2nd ⚡** Alternate secondary power source
(i.e. WiFi or Radio Frequency)

***NOTE:** Date of manufacture will be marked on back of smoke alarm.
If no date is printed on device, it should not be used.

$[TS]$ $[FS]$

Consent for Dual Agency

When Dual Agency May Occur

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed this Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

In a possible dual agency situation, the buyer and seller have the following options:

- 1 of 2

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Long & Foster Real Estate, Inc.

act as a Dual Agent for me as the

(Firm Name)

☐ **Seller** in the sale of the property at: 4411 Cherry Way Baltimore, MD 21229.

☐ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.



 Signature _____ Date 04/25/2023



 Signature _____ Date 04/27/2023

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

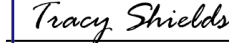
- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

Property Address 4411 Cherry Way Baltimore MD 21229

  Signature _____ Date <u>06/23/2023</u>	  Signature _____ Date <u>06/23/2023</u>
--	---

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Adam Jackson Cathryn Paul

  Signature _____ Date <u>06/24/2023</u>	  Signature _____ Date <u>06/26/2023</u>
--	---

Kellie's Referral Recommendations

Real Estate Partners

Loan Officer: Craig Plucinski- LendSolid 301-906-4544 craig@lendsolid.com

Loan Officer: Dan Maggin- LendSolid 301-325-2542 dan@lendsolid.com

Settlement Attorney: Brendon Shepard- District Title 301-613-4641 brendon@districttitle.com

Insurance: Kelly Dooley Ordonio- AllState Insurance 301-871-2300 kellydooley@allstate.com

Real Estate & Injury Litigation Attorney: Charlie Lamari- Christian, Ashin & Brown, P.C. 301-335-7182

Short Sale Attorney: Michelle Adams michelle@amslawgroup.com

Appraiser: Keith Shaplin- Majestic Appraisal Services 301-466-5129 kshapps74@yahoo.com

Home Inspector: Scott Broussard- Protec Home Inspection 301-972-8531

Home Inspector: Kendall Durham- Protec Home Inspection 804-304-4447

Accountant: Chris Scott- Bauer and Scott CPA 301-948-8940 chris@bascpas.com

Financial Advisor: Dave Olson- MacroView Investment Mgmt LLC 301-801-3145 dolson@macroviewim.com

General Contractors

General contractor: Luis-LC Painting 301-500-4608 luiscoronado664@gmail.com

General Contractor: Kosta Mathios- TomKat Construction 301-233-2190 kosta@tomkatconstruction.com

Specialized Trades

Cleaner: Mercedes Flores 301-366-7584

Cleaner: Junio Los Medina Cleaning Services 240-264-9861

Appliances: Kuert Straubinger - ApplianceLand - 301-762-5544 Kuert@applianceland.com

HVAC: Matt Seifrit- MBS Mechanical INC. 443-370-0120 matt@mbsmech.com

Roofing & Siding: Mike Fann- APEX Construction 301-655-5276 mike@apexremodel.com

Plumbing: Jimmy: Alpha Plumbing & Heating INC 240-508-4592 jimmy@alpha1plumbing.net

Plumbing: Dan Peddicord- Peddicord Plumbing Services 240-423-0190

Electrician: Brendon Fuller- Takova Electric 240-271-6508 takovaelectric@gmail.com

Pool Service: Kevin Kessler Pool Tek Services 301-525-3137 kevin@pooltek.com

Chimney: Tim Owen- MCP Chimney 240-997-2507 tim@mcpchimneys.com

Chimney: Jeremy Evans- Jeremy & Chelsea's Chimney 301-583-6501 jeremyandchelseaschimney@gmail.com

Water Proofing: Kurtis Miller- Fountains By Water Works 301-351-1104 kmiller@thewaterworksinc.com

Mold Testing & Remediation: George Guevara – We Restoration LLC 301-748-4408

Radon Remediation: Peter Rosecrans - Radon Resolvers 240-731-7116 peter@radonresolvers.com

Radon Testing: Carlos - EnviroLabs Inc. 301-468-6666 info@envirolabs-inc.com

Pest and Termite Control: Bobby Johnson- PestNow 240-507-3611 bjohnson@pestnow.com

Well & Septic: FrederickTowne Labs 301-293-3340 info@fredericktownelabs.com

FAIR HOUSING ACT

When Does a REALTOR® Use the Equal Housing Opportunity Logo?



The Fair Housing Act itself does not require the use of the Equal Housing Opportunity logo or slogan, "Equal Housing Opportunity," in any ad. However, using the logo regularly is good evidence of the company's commitment to fair housing compliance. The Equal Housing Opportunity logo is a picture of a small house with the words "Equal Housing Opportunity" directly beneath it. The small house picture cannot be used without the words "Equal Housing Opportunity" beneath it, but the words can be used without the small house pictured.

According to HUD guidelines, all advertising of residential real estate for sale or rent should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home-seeking public that the property is available to all persons, regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used and the size of the advertisement.



GET THE EQUAL HOUSING OPPORTUNITY LOGO:

Go to

www.hud.gov

Search... Equal Housing Logo



ADD THE EQUAL HOUSING OPPORTUNITY STATEMENT TO YOUR BUSINESS PLAN:

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

Guidelines for Using the Equal Housing Opportunity Logo

(in all ads of four column inches or larger) are available at: www.hud.gov/fairhousing



DISPLAY THE HUD FAIR HOUSING POSTER

Get the HUD Fair Housing Poster by visiting www.hud.gov

Fair Housing Regulations Require the Display of the HUD Fair Housing Poster at the Brokerage Office and at Dwellings Under Construction.



PROTECTED CLASSES AND THEIR DEFINITIONS*

FEDERAL



- **COLOR:** Pertaining to a person's skin color
- **FAMILIAL STATUS:** Families in which one or more children under 18 lives with: a parent; a person who has legal custody of the child or children; or the designee of the parent or legal custodian, with the parent or custodian's written permission. Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.
- **NATIONAL ORIGIN:** Refers to the geographic area in which a person was born, or from where their ancestors came.
- **PHYSICAL OR MENTAL DISABILITY:** In reference to you or someone close to you who: has a physical or mental disability (such as hearing, mobility, and visual impairments, including use of a guide dog; drug addiction and alcoholism, mental illness, intellectual or developmental disability, HIV or AIDS, or cancer) that substantially limits one or more major life activities; has a record of such a disability; or is regarded as having such a disability.
- **RACE:** Categories of physical characteristics and/or genetic groupings of human populations.
- **RELIGION:** Participation with one of the world's structured religions; one's spiritual beliefs; inference of religion by place of worship.
- **SEX** (i.e., gender): Sexual orientation or gender identity per Presidential Feb 11, 2021 Exec. Order - see respective definitions.

MARYLAND



Includes All Federal Protections Listed Above Plus:

- **MARITAL STATUS:** The state of being single, married, separated, divorced, or widowed.
- **RACE:** The State of Maryland has expanded the definition of "race" to include traits associated with race including hair texture, afro hairstyles, and protective hairstyles (including braids, twists, and other hairstyles).
- **SEXUAL ORIENTATION:** A component of identity that includes a person's sexual and emotional attraction to another person and the behavior and/or social affiliation that may result from this attraction.
- **GENDER IDENTITY:** the gender-related identity, appearance, expression, or behavior of a person, regardless of the person's assigned sex at birth, which may be demonstrated by:
 1. Consistent and uniform assertion of the person's gender identity.
 2. Any other evidence that the gender identity is sincerely held as part of the person's core identity.
- **SOURCE OF INCOME:** Any lawful source of money that is paid to or for the benefit of a renter or buyer of housing and includes grants, government assistance, alimony, child support, pensions, annuities, legal gifts, or investment earnings.

LOCAL/COUNTIES

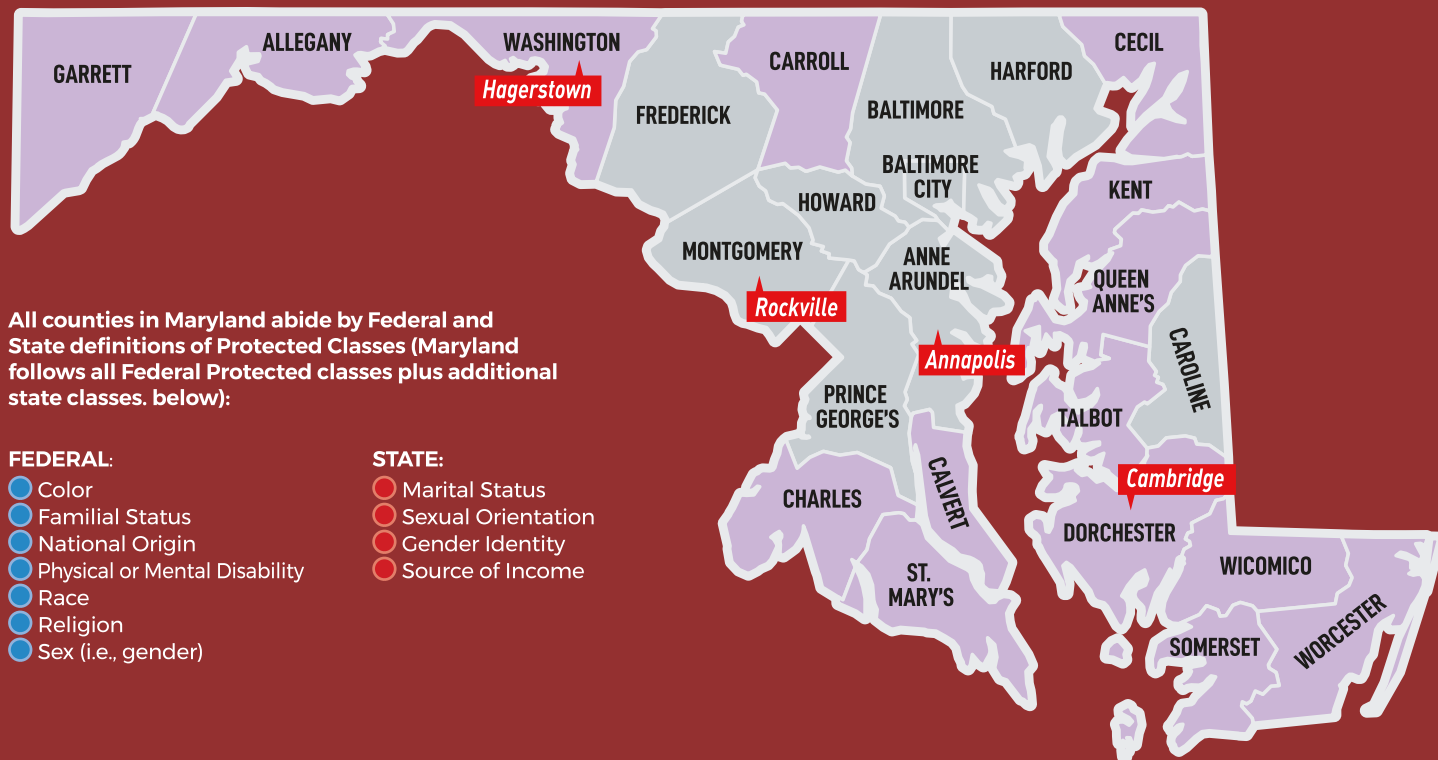


Includes All Federal And State Protections Listed Above Plus:

- **AGE:** Generally referring to adults 18 yrs & over.
- **ANCESTRY:** Line of descent.
- **CREED:** A person's beliefs; also, a summary of principles or opinions to which someone professes or adheres.
- **ETHNIC ORIGIN:** Cultural upbringing, including ceremonies and traditions.
- **FAMILY RESPONSIBILITY:** Refers to decisions based on an assumption of a person's care giving responsibilities, either childcare or care of another family member.
- **LAWFUL INCOME:** See 'Source of Income'.
- **OCCUPATION:** The principal lawful activity of one's life, generally including students, welfare recipients and retired persons.
- **PERSONAL APPEARANCE:** The outward appearance of any person, irrespective of sex, with regard to hair style, facial hair, physical characteristics or manner of dress.
- **POLITICAL OPINION:** The opinion of persons relating to government, the conduct of government, political parties, candidates for election or elected office-holders.
- **PRESENCE OF CHILDREN:** Households that include the temporary custody or permanent occupancy of persons under the age of 18 years.

* For detailed legal references by County, go to:
www.mdrealtor.org/programs/housing-programs/fair-housing

MARYLAND REALTORS® PROMOTES FAIR HOUSING



PROTECTED CLASSES

Maryland counties and Baltimore City follow all Federal Protected classes plus additional state classes; the counties that follow these standards only are highlighted in purple. Several counties and cities have additional Protected Classes, as described below. For a chart version of Protected Classes, please visit <http://mdrealtor.info/ProtectedClasses>.

ALLEGANY

ANNE ARUNDEL

- Ancestry
- Citizenship/Immigration
- Creed
- Occupation

Annapolis

- Citizenship/Immigration

BALTIMORE COUNTY

- Age
- Creed
- Veteran/Military

BALTIMORE CITY

- Age
- Ancestry

CALVERT

CAROLINE

- Age

CARROLL

CECIL

CHARLES

DORCHESTER

Cambridge

- Age
- Ancestry
- Creed

FREDERICK COUNTY

- Age

GARRETT

HARFORD

- Age
- Creed
- Occupation
- Personal Appearance
- Political Opinion

HOWARD

- Age
- Creed
- Occupation
- Personal Appearance
- Political Opinion

KENT

MONTGOMERY

- Age
- Ancestry
- Creed
- Family Responsibility

Rockville

- Age
- Ancestry
- Ethnic Origin
- Genetics
- Veteran/Military

PRINCE GEORGE'S

- Age
- Citizenship/Immigration
- Genetics
- Occupation
- Personal Appearance

QUEEN ANNE'S

ST. MARY'S

SOMERSET

TALBOT

WASHINGTON

Hagerstown

- Age

WICOMICO

WORCESTER

UNDER THE FAIR HOUSING ACT, IT IS ILLEGAL TO:



Refuse to rent to you or sell you housing because of your race, national origin, or any of the other Federal protected classes



Tell you housing is unavailable when in fact it is available



Show you apartments or homes only in certain neighborhoods



Set different terms, conditions, or privileges for sale or rental of a dwelling



Provide different housing services or facilities



Advertise housing to preferred groups of people only



Fail to design and construct housing in an accessible manner



Deny you property insurance in a discriminatory manner



Conduct property appraisals in a discriminatory manner



Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling



Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan



Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with their fair housing rights

If You Believe Your Rights Have Been Violated...

Call the Maryland Commission on Civil Rights at (410) 767-8600 or visit www.mccr.maryland.gov/Pages/Intake.aspx to initiate an inquiry.

Other resources include:

www.nationalfairhousing.org
www.fairhousingmd.org
www.mccr.maryland.gov
www.mdrealtor.org/programs/housing-programs/fair-housing

**How Do You
Recognize
Housing
Discrimination?**

DEED AND PROPERTY COVENANTS- OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and qualified housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person

or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin. REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment by a REALTOR® in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-927-9275 (TDD). For information and publications on fair housing, call HUD's Customer Service Center at 1-800-767-7468. Contact HUD on the Internet at <http://www.hud.gov/> and select the Fair Housing section.

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(04/09 MC)



NATIONAL ASSOCIATION
OF REALTORS®

The Voice for Real Estate®
430 North Michigan Avenue
Chicago, IL 60611-4087
1-800-874-6500
www.NAAR.org



NATIONAL ASSOCIATION
OF REALTORS®

The Voice for Real Estate®

Real Strength.
Real Advantages.



What Everyone Should
Know About

Equal Opportunity in Housing





What Everyone Should Know About Equal Opportunity in Housing

The sale or purchase of a home is one of the most significant events that people will experience in their lifetimes. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW

Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against persons with disabilities in places of public accommodation and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You may not instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a seller or landlord cannot: (1) establish discriminatory terms or conditions in the purchase or rental of housing; (2) advertise a preference for certain buyers or tenants because of their race, color, religion, sex, handicap, familial status, or national origin; or (3) misrepresent that housing is unavailable to persons who are members of these protected classes.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.



United States
Environmental
Protection Agency



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
- How lead affects health
- 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 or 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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- 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.

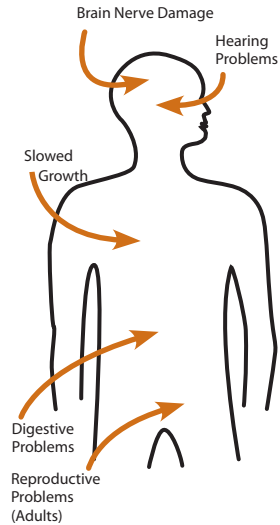
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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/cm²), 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

Deteriorated 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:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ 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.

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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. 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 contractor. 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, or call 1-800-424-LEAD.

Renovating, Repairing or Painting 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
 - 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

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **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. 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.

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/safewater](https://www.epa.gov/safewater) 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](https://www.cpsc.gov) or [saferproducts.gov](https://www.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) 906-6809

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 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

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.
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 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
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 to Office of Lead Hazard Control and Healthy Homes 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/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).