

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

**LEASE NO. DACA01-5-10-639
Renewal of #02-236**

SOUTHCOM FAMILY HOUSING LEASE (K&E)

THE LESSOR, **CITY OF CORAL GABLES**, a municipal corporation of the State of Florida, 405 Biltmore Way, Coral Gables, Florida 33134, does hereby lease to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the described premises on the terms stated herein.

1. LOCATION OF LEASED PREMISES

3501 Granada Blvd, Coral Gables, FL 33134

2. DESCRIPTION AND USE OF LEASED PREMISES.

FULL-TIME EXCLUSIVE USE of a **5 bedroom, 5 bath** single family residence with swimming pool, and containing approximately **4,823 square feet**, to be used for Government purposes.

3. TERM.

To have and to hold the said premises with all appurtenances thereto for the term beginning 01 June 2010 through 31 May 2015 subject to termination rights as may be hereinafter set forth. The obligation of the United States under this lease in any fiscal year is made contingent upon and subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).

4. TERMINATION.

A. The Government may terminate this lease at any time after one year by giving at least 90 days' written notice to the other party. Said notice shall be computed commencing with the day after the date of mailing.

B. Any holdover of Government occupancy of premises after expiration of the final lease renewal on 31 May 2015 shall be considered to be a tenancy from month to month, and shall otherwise be on the same terms and conditions as herein except that Government shall pay 150% of the monthly rent. Such tenancy shall be terminable by either party on 30 days' written notice to the other party.

5. RENTAL CONSIDERATION.

A. The Government shall pay the Lessor annual rent of \$67,200.00 at the rate of \$5,600.00 per month, in arrears. The initial monthly rental payment under this lease shall become due the later of (i) June 1, 2010 and (ii) within 5 days of the effective date of the lease. Subsequent rent shall be paid and will be due within 5 days of the first day of each successive month; and only as provided for by the lease. Rent for a lesser period shall be prorated. Rent checks shall be made ELECTRONIC FUND TRANSFER and made payable to: CITY OF CORAL GABLES, a municipal corporation of the State of Florida, 405 Biltmore Way, Coral Gables, Florida 33134. Payment shall be made by: USACE Finance Center, ATTN: CEFC-AO, 5700 Wasp, NSA Millington, TN 38054-5005.

B. The Lessor hereby agrees that the rental consideration specified herein is the only monetary consideration to be received for the demised premises (unless by Supplemental Agreement to the lease) and includes the maintenance and services specified herein. No other remuneration will be paid to the Lessor by the Government's occupant, members of his family, or any other person on their behalf.

6. MAINTENANCE AND REPAIR.

A. The Lessor shall furnish to the Government as part of the rental consideration the following: standard structural maintenance, plumbing maintenance, electrical maintenance, and maintenance to mechanical systems.

B. In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required of the Lessor under the terms of this Lease, after having first been given thirty (30) days' written notice, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

C. Except for the maintenance and repair obligations of Lessor set forth above, Government, at its expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Premises that are necessary or desirable to keep the Premises in first class condition and repair, in a clean, safe and tenantable condition, and otherwise in accordance with all applicable laws and the requirements of this Lease.

7. ALTERATIONS AND IMPROVEMENTS.

The Government shall have the right during the existence of this lease, subject to the prior approval of the Lessor, to make alterations, attach fixtures, and erect additions or structures in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government and may be removed prior to the expiration or termination of this lease, and may be acquired through the Lessor at the Government's expense by Supplemental Agreement to the lease. The Lessor may be required to obtain bids for the said work and to provide the bids to the Government. The work performed by the Lessor will be on a reimbursable basis. In the event that the Lessor can not perform the requested work in a timely manner, the Government shall have the option to perform work itself after having obtained prior approval from the Lessor.

8. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is void and of no effect. This Lease may be modified only by a writing signed by the parties hereto.

9. ATTACHMENTS. Attachments A and B, containing various general provisions of this Lease, are hereby incorporated into this lease and are made a part hereof to the same extent as if they were contained in the body hereof. In the event of any conflict between Attachments A and B and this body of this Lease, the body of this Lease shall govern.

10. PROPERTY OF THE GOVERNMENT

It is particularly understood and agreed by and between the parties hereto that the title to all personal property, which the Government may have heretofore placed upon or attached to said premises shall be and will remain the property of the Government, and may be removed or otherwise disposed of by the Government as provided in Article 4 of General Provisions.

11. COMPLIANCE WITH LAWS

Government shall faithfully observe in the use of the Premises all municipal and county ordinances, resolutions and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force.

Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Government, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Lessor and Government other than the relationship of landlord and tenant. Notwithstanding the fact that the City of Coral Gables (the "City") is the landlord under this Lease and that there exists a landlord/tenant

relationship between Lessor and Government, Government acknowledges that this Lease does not grant Government any rights or create any exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the landlord/tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Government shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department or other pertinent City agencies.

Lead Paint – Applicable 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 the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

Age Classification of Property: Owner represents and warrants to Tenant that the home was built prior to 1978, and has provided the attached disclosure and pamphlet *Protect Your Family from Lead in Your Home*.

12. UTILITIES

Government shall be responsible for the cost of usage of all utilities for the premises including electric, telephone, cable, water, etc

13. MECHANICS LIENS

Government shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Government. Government further agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessor against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Government. In the event any such lien shall be made or filed, Government shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

The Government herein shall not have any authority to create any liens for labor or material on the Lessors' interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look only to the Government and to the Government's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

14. DEFAULT

If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

- A. if Government fails to pay Rent under the Lease at the time and in the manner required by the Lease; and/or
- B. if default shall be made by Government in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Lease or default be made by Government in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default shall continue for a period of thirty (30) days after written notice thereof from Lessor to Government;

In the Event of a Default, Lessor may, at its option:

1. terminate this Lease and retake possession;
2. terminate this Lease and declare the balance of the entire Rent for the balance of the Term to be immediately due and payable;
3. taking possession of the space without terminating the Lease to relet the Premises for the balance of the Term, or part thereof, for the account of Government, provided Government shall not be entitled to any surplus of rent obtained thereby;
4. for an Event of Default of any non-monetary term of the Lease, Lessor may cure the default and charge Government as Rent the cost to cure such default along with a twenty percent (20%) administrative fee;
5. remove all of Government's personal property, including, but not limited to Government's furniture, fixture and equipment, goods and chattels from the Premises if not removed within two (2) days of a termination by reason of Government's default, such items thereby being deemed abandoned, and dispose of the same in any manner, or store the same in a public warehouse or elsewhere for the account of and at the expense and risk of Government, or sell such items at public or private sale, in such manner and at such times and places as Lessor in its sole discretion may deem proper without notice or demand upon Government, and otherwise enforce Lessor's lien on such items by distress, foreclosure or otherwise; and/or
6. pursuing any other right or remedy available at law or equity;

All rights and remedies granted in this Lease to Landlord or available at law or equity shall be cumulative and not mutually exclusive. Upon an Event of Default, Lessor shall be permitted to place a leasing sign on the Premises.

No receipt of money by Lessor from Government after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease, affect any such notice, demand, suit or judgment, or waive any of Lessor's rights and remedies set forth in this Lease.

No act or thing done by Lessor or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and signed by a duly authorized officer or agent of Landlord. Any personal property, furniture, fixtures, goods or chattels remaining in the Premises after the Termination Date shall be deemed abandoned. No surrender of the Premises prior to the end of the Term shall terminate this Lease unless Lessor agrees to such termination in writing.

15. LESSOR'S CONTROL OF LAWSUITS

The parties agree that in any lawsuit brought in its name or defended in its name, Lessor must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this agreement in which Lessor is a party, Lessor retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Lessor and the full authority to settle or compromise any claim on behalf of Lessor. Government agrees that its responsibilities under this Agreement continue in full force and effect regardless of any decision of Lessor in this regard.

16. NO WAIVER

Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Lease by Lessor nor the failure of Lessor to insist upon strict performance of one or more covenants or conditions of this Lease shall be deemed to imply or constitute a further waiver by Lessor of any other term, provision, condition or covenant of this Lease, and no acceptance of rent or other payment shall be deemed a waiver of any default hereunder, nor shall such acceptance operate as a waiver of any provisions of the Lease or any of Lessor's rights, remedies, privileges or options.

17. RIGHT OF ENTRY

Lessor, or any of its agents, shall have the right to enter the Premises during all reasonable hours and after twenty-four (24) hours' notice to Government (except in the event of an emergency, in which event no notice shall be required) to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof or to otherwise exhibit the Premises to third parties, including, without limitation, mortgagees, insurance examiners and building inspectors. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Lessor and Government agree that to the extent there is any restriction on Lessor's right of entry to the Premises apply solely to Lessor in its capacity as a landlord and do not apply to Lessor in its capacity as a municipality with jurisdiction over the Premises and the property where it is located.

18. HAZARDOUS MATERIALS

With the exception of minor amounts of Hazardous Materials customarily and lawfully used in conjunction with residential use, Government, its employees, contractors, agents, and any party acting on behalf of Government, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Premises. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment. Government, its employees, contractors, agents, and any party acting on behalf of Government shall comply, and shall keep the Premises in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"); and in addition Tenant shall:

- (i) Promptly provide Lessor with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the Premises (x) to or from any regulatory body, or (y) stating a basis for any potential liability or responsibility of Government, Lessor, or the Premises; including all such documents, correspondence, reports or communications prepared by or on behalf of Government. In addition to the above, at Lessor's request, Government shall provide copies of any and all records and communications whatsoever relating to Hazardous Materials at or affecting the Premises.
- (ii) Immediately notify Lessor in the event of a suspected or confirmed release of a Hazardous Material or violation of Environmental Laws at or affecting the Premises or other property owned by Lessor and caused by or related to the operations of Government, its employees, contractors, agents, or any party acting on behalf of Government and, at Lessor's sole option, either promptly remediate or correct such release or violation to Lessor's satisfaction or reimburse Lessor's cost of remediation (including reasonable attorneys' and consultants' fees); and compensate Lessor and/or third parties for all resultant damage.
- (iii) Permit Lessor reasonable access to the Premises for the purpose of conducting an environmental audit or testing, the cost of which shall be borne by Lessor unless the results indicate activity prohibited by Environmental Laws or hereunder.

- (iv) Upon expiration or other termination of this Lease, remove all Hazardous Materials from the Premises caused by the acts or omissions of Government, its officers, agents, contractors, employees or invitees

The provisions regarding Hazardous Materials shall survive the expiration or other termination of this Lease.

19. TRIAL BY JURY

It is mutually agreed by and between Lessor and Government that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Lessor and Government, and Government's use or occupancy of the Premises. Government further agrees that the provisions for payment of rent herein are independent covenants of Government and Government shall not interpose any noncompulsory counterclaim(s) in a summary proceeding or in any action based upon non-payment of rent or any other payment required of Government hereunder. Government expressly waives any and all rights of redemption granted by or under any present or future laws.

20. INVALIDITY OF PROVISION

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida and venue shall be in Miami-Dade County.

21. TIME OF ESSENCE

It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease.

22. SUCCESSORS AND ASSIGNS

All terms and provisions of this Lease to be observed and performed by Government shall be applicable to and binding upon Government's respective successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

23. ATTORNEYS' FEES

If either party defaults in the performance of any of the terms or provisions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, or in the event a party successfully defends an action against them for breach under this Lease, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorneys fees and expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

24. MISCELLANEOUS

The terms Government and Lessor as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Lease are expressed in the total language of this Lease and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Lease. Anything herein to the contrary notwithstanding, Lessor shall not be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. All exhibits attached to this Lease, if any, are hereby incorporated in and made a part hereof. Neither this Lease nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida.

25. EFFECTIVE DATE

Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises. This instrument becomes effective as a Lease only upon execution and delivery by both Government and Lessor.

26. FORCE MAJEURE

The term "Force Majeure" as used in this Lease shall mean "Acts of God", labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental or utility authority, civil riots or floods, but shall not mean financial inability.

27. GOVERNMENT'S AUTHORITY TO EXECUTE LEASE

Government, represents and warrants to Landlord that the Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes a legal, valid and binding agreement of Government enforceable in accordance with its terms.

28. RADON GAS

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

29. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument.

30. SURVIVAL

All provisions of this Lease intended by their terms to survive expiration or earlier termination shall survive including, but not limited to all indemnification obligations contained herein.

[SIGNATURES FOLLOW]

IN TESTIMONY WHEREOF, witness the signature of the Lessor.

LESSOR: CITY OF CORAL GABLES, a municipal corporation of the State of Florida

Taxpayer Identification #: 59-6000293 DUNNS #: _____ CAGE #: _____

BY:

PATRICK SALERNO, CITY MANAGER

ATTEST:

WALTER FOEMAN, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ELIZABETH M. HERNANDEZ, CITY ATTORNEY

APPROVED BY:

Finance	Economic Sustainability	Risk Management	Procurement

Account No.: 001-362-122

IN TESTIMONY WHEREOF, witness the signature of the Government.

UNITED STATES OF AMERICA

BY:

WILLIE PATTERSON
Chief, Real Estate Division
U.S. Army Corps of Engineers, Mobile District
Mobile, AL 36628-0001

Lease Date: _____

Initial Page ____/____

ATTACHMENT A

GENERAL PROVISIONS

1. RULES AND REGULATIONS. The Lessor reserves the right to establish reasonable written rules and regulations relating to the use of the common areas in the premises, and to establish other reasonable rules and regulations as the Lessor may consider necessary for the general welfare, health, and comfort of all residents in the premises, and for the protection of buildings and property in the premises. The Government's representative shall obey all of the rules and regulations that are in effect from time to time and see that all other occupants of the demised premises and all their guests and visitors also observe the rules and regulations.

2. NOTICE.

A. Any notice under the terms of this lease shall be in writing and may be given by "Certified Mail - Return Receipt Requested" or any other appropriate method, and delivery, or attempted delivery shall be deemed notice under the terms of this lease. Any notice given by the Lessor to the Government shall be addressed to: The Chief of Real Estate, Mobile District, Corps of Engineers, ATTN: CESAM-RE-M, P.O. Box 2288, Mobile, AL 36628-0001 and US Army Garrison - Miami, ATTN: DPW, 3511 NW 92nd Avenue, Miami, Florida 33172-1217. Any notice given by the Government to the Lessor, or his Agent, shall be addressed to: City of Coral Gables, ATTN: City Manager, 405 Biltmore Way, Coral Gables, Florida 33134, with a copy to Department of Economic Sustainability, 1 Alhambra Plaza, Suite 617, Coral Gables, FL 33134.

B. The Lessor, by written notice to the Government, will furnish notification of any change of address, ownership of property, name of new Lessor or line of succession. Such notice shall be provided at least 15 days prior to said change taking effect. If the Lessor fails to provide such notice, the Government shall not be liable for any misapplied rental paid to the Lessor and/or agent herein specified until such notice is provided and acted upon by the Government.

C. Said notice shall be computed commencing with the day after the date of mailing.

3. INITIAL CONDITION REPORT. A joint inspection and condition report shall be made as of the effective date of this lease. This report should reflect the then present condition of the demised premises and will be signed and agreed to by the Lessor (or Lessor's authorized representative) and the Government. A copy of the report shall be provided to the Lessor. The Lessor may, upon no less than ten (10) days' written notice to the Government following said joint inspection, require partial or complete restoration of the leased premises at the end of the Term to the same condition that was existing on the original lease commencement date of 1 November 1999, reasonable ordinary wear and tear excluded. Both required restoration and all identified repairs that are the responsibility of the Lessor shall be accomplished within a reasonable period, but in any event not later than thirty (30) days from notification. The Government may, by mutual consent, defer restoration of the leased premises until the termination of this lease agreement as provided for under Article 13 of these General Provisions.

4. MAINTENANCE OF PREMISES.

A. The Lessor agrees to keep the demised premises (including all the Lessor's appliances and fixtures located therein) in good repair and in tenantable condition except in the case of damage arising from the act or the negligence of the Government's agents or employees which shall be the Government's responsibility so that the premises will remain fit for the use for which it was intended.

B. The Government's representative shall within a reasonable time notify the Lessor of any of the Lessor's property in the demised premises that is in need of repair. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times and notification, enter and inspect the same and make any necessary repairs thereto.

C. Failure in Performance. In the event of failure by the Lessor to provide any service, maintenance, utility, or repairs required of the Lessor pursuant to the terms of this lease, and after having first been given thirty (30) days' prior written notice, the Government shall have the right to secure said services, maintenance, utility or repairs and to deduct the cost thereof from any rental payments.

5. INDEMNIFICATION.

A. The Lessor shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement.

B. The Government shall be liable for any damages resulting from negligence or misconduct of the Occupant or Government personnel. The Government shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault or negligence of the Occupant/Government including but not limited to acts of nature such as fire, lightning, earthquakes, floods, or severe weather and acts of terrorism or war. The Government's liability under this clause may not exceed appropriations available for such payment and nothing in this agreement shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, as amended. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein."

6. PEST CONTROL. It is understood and agreed that the Government is responsible for providing pest control measures and pesticides, which conform to local health department regulations, to keep the premises free from pests and in a tenantable condition.

7. DECENT, SAFE AND SANITARY HOUSING. The landlord shall provide Decent, Safe and Sanitary living conditions. Rental housing meeting this condition is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weather-tight, and in generally good repair.
- Contains a safe, adequate electrical system.
- Has adequate living space for a family.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from hazards to include but not limited to lead-based paint, friable asbestos, etc.

8. DAMAGE BY FIRE OR OTHER CASUALTY. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

9. ASSIGNMENT. It is understood and agreed that the Government will assign the demised premises to military personnel in accordance with Executive Order Number 11375 dated 17 October 1967 which

provides that housing and related facilities shall be available without discrimination among tenants because of race, color, religion (creed), sex, disability, familial status or national origin. The Government agrees to notify the Lessor of the names of all military occupants assigned to the leased premises and of any changes in assigned personnel, which may become necessary in the future.

10. INSURANCE. Landlord shall maintain fire and extended coverage insurance on the leased premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible at tenant's expense for fire and extended coverage insurance at tenant's discretion on all of tenant's personal property located in the leased premises. Landlord shall not be responsible for the Government's or the occupants' personal property, and shall bear no liability for damage or destruction thereto, it being agreed that it is the Government's responsibility to insure such items.

11. LESSOR'S SUCCESSORS. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns. The Lessor warrants that it/she/he is the rightful and legal owner of the leased property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, this lease shall immediately terminate.

12. EXECUTION AUTHORITY. Whenever the lease is executed by an attorney, agents, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing and a signature authorization must be provided with the signed lease.

13. RESTORATION.

A. Upon vacating the premises, a final joint inspection and condition report shall be conducted. Upon written notice, the lessor may require restoration of the demised premises. The referenced notice shall be delivered to the Government prior to the termination of this lease. In the event restoration is warranted, the Government shall either: (a) restore the premises to the same condition that was existing at the time of initial occupancy under lease no. DACA01-5-00-236, or (b) pay to the Lessor a sum of money representing the actual cost of restoration.

B. The Government shall not restore, either physically or by payment in lieu thereof, reasonable and ordinary wear and tear, damage by acts of God, and/or any alterations, or damage thereto, which the Lessors installed and were reimbursed by the Government through payment therefor.

C. The Government will make every effort to effect the return of key(s) to the Lessor on or before the date of expiration or termination of this lease. However, it will be the Lessor's responsibility to assure personal entry to the premises by retaining a duplicate set of key(s). The Government shall not be liable for further payment of rental beyond the date of termination or expiration due to the fact that key(s) were not returned to the Lessor.

14. DISPUTES. This lease is subject to the Contract Disputes Act of 1978. The Lessor shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal or action arising under this lease. The decision of the Chief, Real Estate Division shall be final unless the Lessor appeals or files a suit as provided in the Act. The Government shall pay interest on the amount found due and unpaid from (1) the date the Chief, Real Estate Division, receives the claim or (2) the date payment otherwise would be due, if that date is later, until the date of payment.

15. INTEREST ON OVERDUE PAYMENTS.

A. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 3901) is applicable to payments under this lease and requires the payment to Lessors of interest on overdue payments.

B. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

16. GRATUITIES TO GOVERNMENT EMPLOYEES.

A. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such lease; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

B. In the event this lease is terminated as provided in paragraph (A) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

17. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

18. COVENANT AGAINST CONTINGENT FEES. The Lessor and Government warrant to each other that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor or the Government, as applicable, for the purpose of securing businesses. For breach or violation of this warranty the Government shall have the right to deduct from the rental price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, and the Lessor shall have the right to collect any such damages caused by Government's breach of this warranty as additional rent.

19. NON-DISCRIMINATION. The Lessor shall not discriminate against any person or persons or exclude them from participation in the Lessor's operations, programs or activities conducted on the leased premises, because of race, color, religion (creed), sex, disability, familial status or national origin. The Lessor will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

20. EXAMINATION OF RECORDS. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

21. FORECLOSURES – CHANGE OF OWNERSHIP.

A. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

(1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.

(2) The new owner's tax identification or social security number.

B. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

C. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

22. FORECLOSURES – SUBORDINATION, NONDISTURBANCE ATTORNMENT (SEP 1999)

A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

ATTACHMENT B

Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999).

(a) *Method of payment.*

(1) All payments by the Government under this lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Lessor's EFT information.* The Government shall make payment to the Lessor using the EFT information contained in the **Central Contractor Registration (CCR)** database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated information to the CCR database.

CCR Background: Because DoD is the largest purchaser of good and services in the world, the cost savings to be incurred by streamlining these administrative processes are dramatic. CCR was created to be the single repository of vendor data for the entire DoD to avoid this administrative duplication and allow contractors to take responsibility for the accuracy of their own important business information by supplying it directly to the government through a single registration.

CCR validates the vendor's information and electronically shares the secure and encrypted data with the Defense Finance and Accounting Service (DFAS) to facilitate paperless payments through electronic funds transfer (EFT). Additionally, CCR shares the data with several government procurement and electronic business systems.

Applications: Dun & Bradstreet's (D&B) Data Universal Numbering System, the D&B DUNS Number, has become the standard for keeping track of the world's businesses. Its unique nine-digit code helps you identify and link more than 57 million companies worldwide. You must have a DUNS number assigned by Dun & Bradstreet (D&B) prior to completing an application and registration (Customer Service at 1-800-333-0505 or <http://www.dnb.com>). You may contact D&B Customer Service to verify your company name, address, city and state in their system.

Registration: For assistance with registration for the CCR database the Internet access is through <http://www.ccr.gov>. For CCR Customer Service call 1-866-606-8220. The registration includes the need for Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. SIC codes are a numbering system that identifies the type of products and/or services you or your company provides. The appropriate SIC code for *five or more* housing units is 6513 and for *four or fewer* housing units is 6514. NAICS is a unique, all-new system for classifying business establishments. The following NAICS codes apply to leased housing: 531110 - Lessors of Residential Buildings and Dwellings; 531120 - Lessors of Nonresidential Buildings.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Lessor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Lessor under this lease until correct EFT information is entered into the CCR database; and any invoice or lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this lease. The prompt payment terms of the lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Lessor EFT arrangements.* If the Lessor has identified multiple payment receiving points (*i.e.*, more than one remittance address and/or EFT information set) in the CCR database, and the Lessor has not notified the Government of the payment receiving point applicable to this lease, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Lessor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Lessor assigns the proceeds of this lease as provided for in the assignment of claims terms of this lease, the Lessor shall require, as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

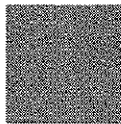
Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date



Simple Steps To Protect Your Family From Lead Hazards

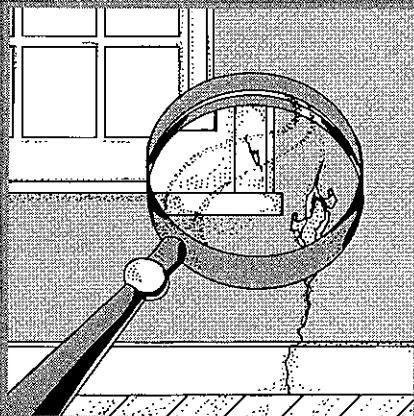
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

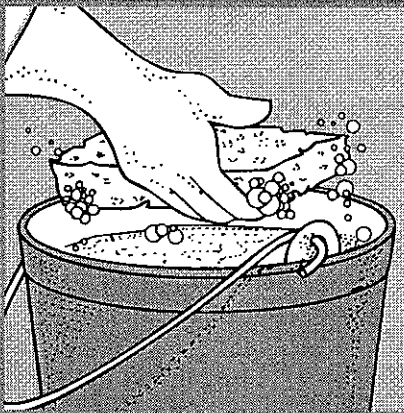
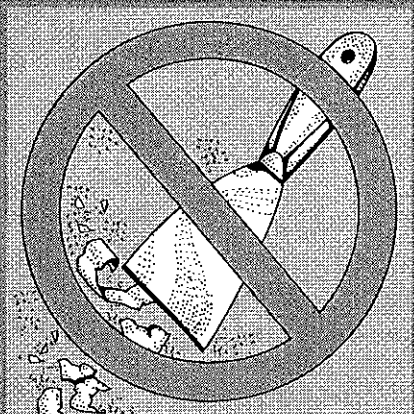


Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



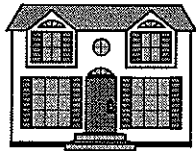
United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

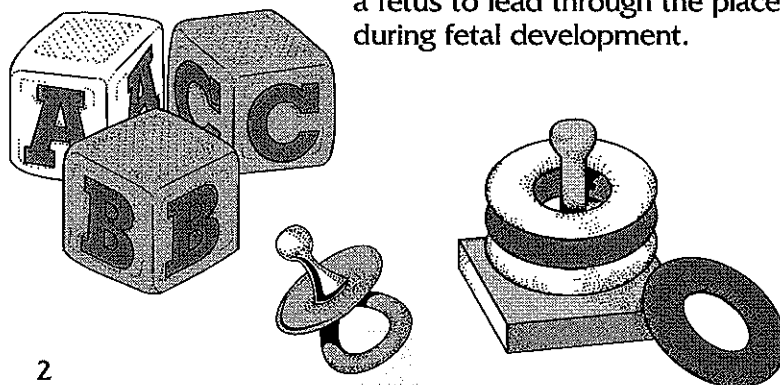
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more 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.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

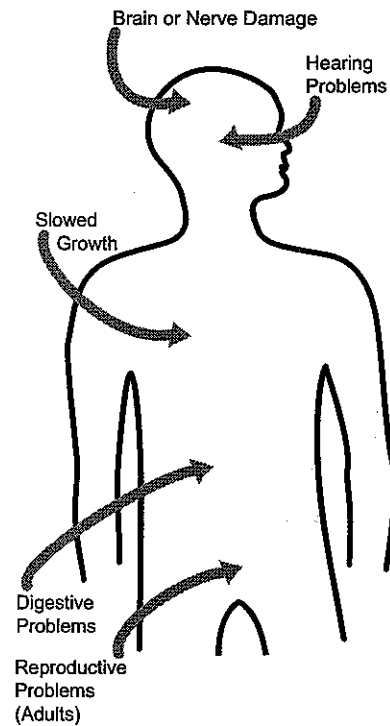
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

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 high levels of lead. Blood 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.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

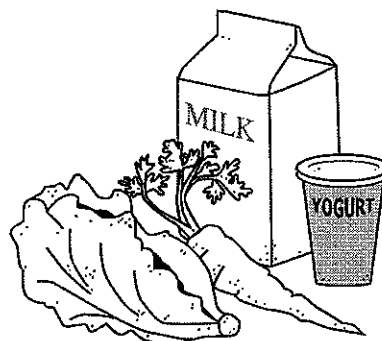
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash 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.**
- ◆ **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 In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 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; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

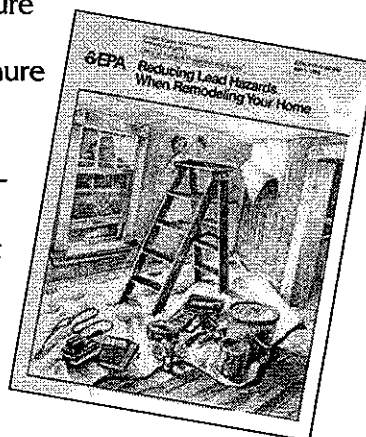
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

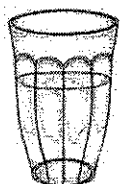
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead

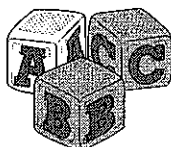


While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



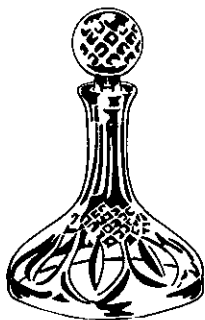
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

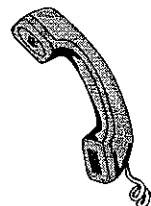
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

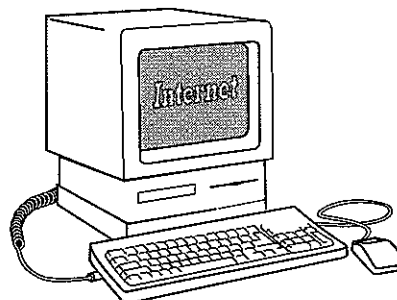


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (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 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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