# CALIFORNIA MONTH-TO-MONTH RENTAL AGREEMENT

THIS MONTH-TO-MONTH RENTAL AGREEMENT hereinafter known as the "Agreement" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Landlord known as \_\_\_\_\_ with a mailing address \_\_\_\_\_

in the City of \_\_\_\_\_\_, State of California hereinafter known as the "Landlord" and the Tenant(s) known as \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_, hereinafter known as the "Tenant(s)" for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. Landlord owns property and improvements located at \_\_\_\_\_

City of \_\_\_\_\_\_, State of California (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.

**TERM.** The Agreement will start on \_\_\_\_\_\_\_ and will continue as a month-to-month tenancy. In accordance with the State Statutes to terminate the tenancy, the Landlord or Tenant must give the other party a written \_\_\_\_\_ days notice of non-renewal. The Tenant may only terminate their Agreement on the last day of any month and the Landlord must receive written notification of non-renewal at least \_\_\_\_\_ days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month's full rent. If the Tenant does not provide the Landlord with a written \_\_\_\_\_ days' notice, they shall forfeit their full deposit amount.

**PAYMENTS.** Tenant agrees to pay to Landlord as rent for the Property the amount of \_\_\_\_\_\_ dollars each month in advance on the 1st day of each month at \_\_\_\_\_\_ or at any other address designated by Landlord. If the Term does not start on the 1st day of the month or end on the last day of a month, the first and last month's rent will be prorated accordingly.

**SECURITY DEPOSIT.** At the signing of this Agreement, Tenant shall deposit with Landlord, in trust, a security deposit of \$\_\_\_\_\_\_ as security for the performance by Tenant of the terms under this Agreement and for any damages caused by Tenant, Tenant's family, and visitors to the Property during the term of this Agreement. The

Landlord may use part or all of the security deposit to repair any damage to the Property caused by Tenant, Tenant's family, and visitors to the Property. However, the Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Agreement, Tenant shall forfeit any deposit, as permitted by law.

**LATE CHARGES.** Rent is due on the 1st of each month. If any or all of the rent is not received by the \_\_\_\_\_ of the month, \$\_\_\_\_\_ per day will be charged as late fees until full rental payment is received. If rent is not received by the \_\_\_\_\_ of the month, Tenant will be considered in breach of the Agreement and eviction proceedings will be initiated.

**INSUFFICIENT FUNDS.** Tenant agrees to pay the charge of \$\_\_\_\_\_ for each check given by Tenant to Landlord that is returned to Landlord for a lack of sufficient funds.

**USE OF PROPERTY.** Tenant shall only use the Property as a residence. The Property shall not be used to carry on any type of business or trade without the prior written consent of the Landlord. The Tenant will comply with all laws, rules, ordinances, statutes, and orders regarding the use of the Property.

**OCCUPANTS.** Tenant agrees that no more than \_\_\_\_\_ persons may reside on the Property without the prior written consent of the Landlord.

**CONDITION.** The Tenant has inspected the property, the fixtures, the grounds, building, and improvements and acknowledges that the Property is in good and acceptable condition and are habitable. If at any time during the term of this Agreement, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

**ASSIGNMENT.** Under this Agreement Tenant  $\Box$  shall  $\Box$  shall not assign or sublease any share in this Agreement. All sublease arrangements must be made with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without the Landlord's written prior consent shall, at Landlord's option, terminate this Agreement.

**RIGHT OF ENTRY.** Tenant agrees to make the Property available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant \_\_\_\_\_\_ hours notice of intent to enter. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Property. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

**NON-DELIVERY OF POSSESSION.** In the event, the Landlord cannot deliver possession of the Property to Tenant upon the commencement of the Agreement Term, through no fault of Landlord, then Landlord shall have no liability, but the rental herein provided shall abate until possession is given. Landlord shall have \_\_\_\_\_ days in which to give possession and, if possession is tendered within such time, Tenant agrees to accept the demised Property and pay the rental herein provided from that date. In the event, possession cannot be delivered within such time, through no fault of Landlord, then this Agreement and all rights hereunder shall terminate.

**HAZARDOUS MATERIALS.** Tenant shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**UTILITIES.** The Landlord shall provide the following utilities and services to the Tenant(s): \_\_\_\_\_\_\_. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. Tenant will, at Tenant's sole expense, keep and maintain the Property in a good, clean and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall be responsible to make all repairs to the Property, fixtures, appliances, and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family or visitors. Tenant agrees that no painting will be done on or about the Property without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Property or in the event of the failure of any of the appliances or equipment. The Landlord will use their best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

**PETS.** Tenant shall not keep any pets on the Property without the prior written consent of the Landlord. If Landlord grants permission to Tenant to keep pets, an additional security deposit of \$\_\_\_\_\_ will be required by the Landlord to keep in trust for potential damage to the Property caused by Tenant's pets.

**QUIET ENJOYMENT.** Upon payment of all the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, Tenant shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

**INDEMNIFICATION.** Landlord shall not be liable for any injury to the tenant, tenant's family, guests, or employees or to any person entering the property and shall not be liable for any damage to the building in which the property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**DEFAULT.** If Landlord breaches this Agreement, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent or of any present rules and regulations, or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, Landlord may terminate this Agreement \_\_\_\_\_\_ days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Agreement by reason thereof. If Tenant fails to pay rent when due and the default continues for \_\_\_\_\_\_ days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

**HOLDOVER**. In the event, Tenant remains in possession of the Property for any period after the expiration of the Agreement Term ("Holdover Period") a new month-to-month tenancy shall be created subject to the same terms and conditions of this Agreement at a monthly rental rate of the same in this agreement unless otherwise agreed by the Parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either Party or on longer notice if required by law.

**ABANDONMENT.** If Tenant abandons the Property of any personal property during the term of this Agreement, Landlord may at is option enter the Property by any

legal means without liability to Tenant and may at Landlord's option terminate the Agreement. Abandonment is defined as the absence of the Tenants from the Property for at least \_\_\_\_\_ consecutive days without notice to Landlord. If Tenant abandons the Property while the rent is outstanding for more than \_\_\_\_\_ days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Agreement and regain possession in the manner prescribed by law. The Landlord will dispose of all abandoned personal property on the Property in any manner allowed by law

**ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

**COMPLIANCE WITH LAW.** The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Property, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

**SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**SEX OFFENDER REGISTRY. NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which the offender resides.

**BINDING EFFECT**. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

MODIFICATION. The parties hereby agree that this document contains the entire

agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

**NOTICE.** Any notice required or permitted under this Agreement or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:

PARKING. The Landlord:
□ Shall provide \_\_\_\_\_ parking space(s) to the Tenant(s) for a fee of \$\_\_\_\_\_ to be paid □ at the execution of this Agreement □ on a monthly basis in addition to the rent. The parking space(s) are described as: \_\_\_\_\_\_.
□ Shall not provide parking.

**SMOKING POLICY.** Smoking on the Property is:

Permitted in the following areas:	
$\Box$ Prohibited on the Property.	

# ADDITIONAL TERMS AND CONDITIONS.

**ENTIRE AGREEMENT.** This constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Landlord and Tenant.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed in multiple originals as of the undersigned date(s).

Landlord's Signature	Date
Print Name	
Tenant's Signature	Date
Print Name	
Tenant's Signature	Date
Print Name	
Tenant's Signature	Date
Print Name	

# REQUIRED LEASE DISCLOSURES & ADDENDUMS IN CALIFORNIA

The following disclosures or addendums are either required for some or all residential lease agreements in California.

- 1. **Asbestos Disclosure** for buildings built before 1979 with landlord knowledge of asbestos in the property.
- 2. **Methamphetamine Contamination Disclosure** for properties where the landlord has knowledge or suspicion of methamphetamine production, use, or storage without remediation.
- 3. **Mold Disclosure** for properties with known mold that may pose a health threat.
- 4. **Demolition Permit Disclosure** for units with planned demolition during the lease term.
- 5. **Military Ordnance Disclosure** for properties within 1 mile of known military testing sites.
- 6. **Death in a Rental Unit Disclosure** for any property where material death has occurred in the past 3 years, excluding HIV or AIDS-related death.
- 7. **Pest Control Disclosure** for units with pest control schedule or who use pesticides for infestations.
- 8. **Shared Utility Arrangement Disclosure** for all units that share a meter with another unit or other location
- 9. Bed Bug Disclosure for all units.
- 10. Flood Zone Disclosure for any property in a known flood zone
- 11. Lead Based Paint Disclosure for rental units built prior to 1978.

### DISCLOSURE OF INFORMATION ON ASBESTOS

THIS AGREEMENT made and ente "Landlord" and		
	and	, Tenant(s)".
Tenant(s) is renting from Landlor	d the Property located at:	

#### LANDLORD'S DISCLOSURE: (select one)

\_\_\_\_ This property may contain asbestos

\_\_\_\_ This property contains asbestos

This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

- a) Tenant or the Tenant guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to:
  - i) piercing the surface of the ceiling by drilling or any other method;
  - ii) hanging plants, mobiles, or other objects from the ceiling;
  - iii) attaching any fixtures to the ceiling;
  - iv) allowing any objects to come in contact with the ceiling;
  - v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
  - vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling;
  - vii) replacing light fixtures;
  - viii) undertaking any activity which results in building vibration that may cause damage to the ceiling.
- b) Tenant shall notify Landlord immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Property or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

### DISCLOSURE OF INFORMATION ON METHAMPHETAMINE CONTAMINATION

THIS AGREEMENT made and entered into between		
	, and,	, Tenant(s)".

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_

# LANDLORD'S DISCLOSURE: (select one)

\_\_\_\_ Has been found to be contaminated above safe levels and is in the process of decontamination.

\_\_\_\_ Has been found to be contaminated, but falls within safe levels after tests were conducted.

\_\_\_\_\_ Has no suspicion of contamination.

# **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

# DISCLOSURE OF INFORMATION ON MOLD

THIS AGREEMENT made and entered into between		
"Landlord" and,		
, and	, Tenant(s)".	

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_

The Landlord has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the Property, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the Property. It is also important that Tenant keep the interior of the unit clean and that they promptly notify the Landlord of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the Property in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- 1) Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
- 2) Tenant agrees to immediately report to the Landlord any water intrusion, such as plumbing leaks, drips, or "sweating"
- 3) pipes.
- 4) Tenant agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the
- 5) overflow may have permeated walls or cabinets.
- 6) Tenant agrees to report to the Landlord any significant mold growth on surfaces inside the premises.
- 7) Tenant agrees to allow the Landlord to enter the unit to inspect and make necessary repairs.
- 8) Tenant agrees to use bathroom fans while showering or bathing and to report to the Landlord any non-working fan.
- 9) Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- 10) Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water
- 11) from penetrating into the interior unit.
- 12) Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal Property, as

# DISCLOSURE OF INFORMATION ON MOLD (CONT.)

- 13) soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- 14) Tenant agrees to notify the Landlord of any problems with the air conditioning or heating systems that are discovered
- 15) by the Tenant.

Tenant agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Landlord may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

# LANDLORD'S DISCLOSURE: (select one)

\_\_\_\_\_ Has been found to be contaminated above safe levels and is in the process of decontamination.

\_\_\_\_\_ Has been found to be contaminated, but falls within safe levels after tests were conducted.

\_\_\_\_ Has no suspicion of contamination.

# **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

### DISCLOSURE OF DEMOLITION PERMIT

THIS AGREEMENT made and entered into between		
,,, and, Tenant(s)".		

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_

#### LANDLORD'S DISCLOSURE:

On \_/\_/\_, the following unit(s) are scheduled for demolition. On or after this date, active lease agreements will terminate for the affected unit(s).

#### **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

#### DISCLOSURE OF ORDNANCE

 NT made and entered into between	
 , and,	, Tenant(s)".

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_

#### LANDLORD'S DISCLOSURE:

This property is located within 1 mile of a former federal or military facility which may contain explosive munitions.

#### **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

# DISCLOSURE OF INFORMATION ON DEATH IN A RENTAL UNIT

THIS AGREEMENT made and entered into between,			
"Landlord" and,			
	, and	, Tenant(s)".	

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_

# LANDLORD'S DISCLOSURE:

At the time of this lease agreement, Landlord certifies the following information pertaining to the history of death in the rental property:

No death reported	
Death by natural causes	
Death by violent crime:	
Death by communicable disease: _	
•	

Tenant has a right to have questions answered pertaining to death in the rental unit to the best of the Landlord's knowledge upon request.

# **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

#### **DISCLOSURE OF INFORMATION ON PESTS**

THIS AGREEMENT made and entered into between	, ,
, and	, Tenant(s)".
Tenant(s) is renting from Landlord the Property located at:	
LANDLORD'S DISCLOSURE:	

On \_\_/\_\_, the following unit or surrounding unit(s) is scheduled for a pesticide treatment to control/remove pests and/or insects.

\_\_\_\_ This is a one-time treatment \_\_\_\_ This is one of a routine treatment, scheduled for: \_\_\_\_\_

The pest(s) to be controlled are: \_\_\_\_\_\_ The pesticide to be used is: \_\_\_\_\_

#### **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

### DISCLOSURE OF SHARED UTILITIES ARRANGEMENTS

THIS AGREEMENT made and entered into between \_\_\_\_\_, "Landlord" and \_\_\_\_\_\_,

\_\_\_\_\_, and \_\_\_\_\_, and \_\_\_\_\_, and \_\_\_\_\_, tenant(s)".

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_

#### LANDLORD'S DISCLOSURE:

\_\_\_\_\_ This rental unit shares the following utilities with another unit or common area:

\_\_\_\_ Electricity

\_\_\_\_ Water

\_\_\_\_ Gas

\_\_\_\_ Sewage

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

\_\_\_\_ This lease uses the following method for calculating utility charges between Tenant(s):

- \_\_\_\_\_ Home Square Footage
- \_\_\_\_ Number of Tenants
- \_\_\_\_ Even Split Between Tenants
- \_\_\_\_\_ Other:\_\_\_\_\_\_

\_\_\_\_\_Tenant agrees to pay the monthly utility charge to Landlord, plus a \$\_\_\_\_\_\_ service charge as part of each month's rental payment.

#### **CERTIFICATION OF ACCURACY**

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

#### FLOOD ZONE DISCLOSURE

THIS AGREEMENT made and entered into between			
"Landlord" and			
	, and	, Tenant(s)".	

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_

#### LANDLORD'S DISCLOSURE:

This property is located in a known flood zone, putting it at a higher risk of flooding. Landlord and Landlord's insurer are NOT responsible for personal loss occurring at this rental unit due to flooding or other hazards. It is recommended that Tenant pursues renter's insurance and flood insurance. Information about hazards can be found on the California Office of Emergency Services' website at https://myhazards.caloes.ca.gov

The above notice is pursuant to section 1632 of the Civil Code and absolves Landlord of liability to flood-related damages.

# **CERTIFICATION OF ACCURACY**

Landlord	Date	-	Landlord	Date
Tenant	Date	_	Tenant	Date
Agent	Date	_	Agent	Date

#### DISCLOSURE OF INFORMATION ON BED BUGS

THIS AGREEMENT made and entered into between			
"Landlord" and,			
, and	, Tenant(s)".		

Tenant(s) is renting from Landlord the Property located at: \_\_\_\_\_\_

**BED BUG APPEARANCE.** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**LIFE CYCLE AND REPRODUCTION.** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

**BED BUG BITES.** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bed bug infestation:

- 1) Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- 2) Molted bed bug skins, white, sticky eggs, or empty eggshells.
- 3) Very heavily infested areas may have a characteristically sweet odor.
- 4) Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

# 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**

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