



# Residential Lease Package

George Clark & Cindy MacKay

---

LANDLORD

Oronde Cruger, Katherine Buxton, Terry Wolfe

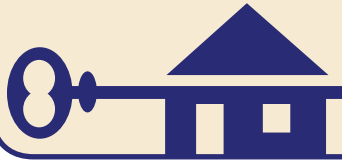
---

TENANT

October 1, 2014

---

LEASE START DATE



# RESIDENTIAL LEASE PACKAGE

## Table of Contents

---

### **Lease Documents**

Residential Lease Agreement pages 3 - 8

### **Addenda**

Utility Company Contact Information page 9  
Pet Addendum page 10  
Move-In/Move-Out Walk-Through Checklist pages 11 - 13  
Zero Tolerance for Criminal Activity page 14  
Satellite Dish/Antenna Installation Policy and Permission page 15  
Pest Control - Bed Bug Addendum pages 16 - 17  
Roommate Lease Addendum page 18  
Mold Prevention Addendum page 19  
Smoke-Free Property Addendum page 20

### **Disclosures**

Lead-Based Paint Disclosure & Certification page 21  
Lead Paint Pamphlet (EPA) for Units Built Before 1978 pages 22 - 40  
Asbestos Disclosure page 41  
Maine Energy Efficient Disclosure Form pages 42 - 43  
Maine Residential Rental Property Lead Disclosure Statement pages 44 - 45  
Maine Radon Disclosure pages 46 - 47  
Tenant's Waiver of Insurance page 48

### **Information Documents**

Tenant Welcome Letter page 49  
Working Together for Home Fire Safety - A Factsheet on... page 50  
Save Energy in Your Home page 51  
Bed Bug Information Pamphlet pages 52 - 53  
Environmental Protection Agency Mold Guide pages 55 - 74  
Trash and Recycling Instructions page 75

# RESIDENTIAL LEASE AGREEMENT

This agreement, dated October 01, 2014, is between George Clark & Cindy MacKay and Oronde Cruger, Katherine Buxton, Terry Wolfe:

## 1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:  
George Clark & Cindy MacKay (Owner)  
and will be referred to in this Lease Agreement as "Landlord."

## 2. TENANT:

The Tenant(s) is/are:  
Oronde Cruger  
Katherine Buxton  
Terry Wolfe  
and will be referred to in this Lease Agreement as "Tenant."

## 3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property described as a(n) apartment located at 131 Emery St, 2nd floor, Portland, ME, 04102, which will be referred to in this Lease as the "Leased Premises."

## 4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on October 1, 2014 and continue on a month to month basis until such time that proper notice is given.

## 5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: Oronde Cruger, Katherine Buxton, Terry Wolfe
- B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- C. The Tenant will use the Leased Premises only as a residence.

## 6. RENT:

- A. The amount of the Rent is \$1,400.00 to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
- D. Rental payments are made payable to: George Clark or Cindy MacKay
- E. Rental payments paid by Certified Check, Personal Check, Money Order, and/or Cash shall be delivered to the Landlord at: George Clark Or Cindy MacKay, 129 Emery St, 2nd floor, Portland, ME 04102

## 7. FUNDS COLLECTED ON OR BEFORE LEASE SIGNING:

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

First month's Rent	\$1,400.00
Security Deposit	\$1,400.00 (R)
<b>TOTAL DUE</b>	<b>\$2,800.00</b>

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

**8. LATE FEE:**

- A. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay a late fee of 0 in addition to the rent.
- B. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

**9. RETURNED PAYMENTS:**

- A. A returned payment fee of \$0 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If there are 2 or more instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by Certified Check or Cash.
- C. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

**10. SECURITY DEPOSIT:**

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \$1,400.00.
- B. Tenant agrees that this security deposit is intended to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- C. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance with state and local laws and regulations.
- D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

**11. ENDING THE LEASE:**

At the end of this Lease Agreement or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind. This Lease will continue in full force and effect on a month to month basis unless Tenant or Landlord provide a written notice to the other party at least 60 days before the end of the current month in order to terminate the lease

**12. UTILITIES & SERVICES:**

- A. Tenant is responsible for the following utilities and services: Electricity, Gas, and Cable TV and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.
- B. Landlord will be responsible for the following utilities and services: Water
  - I. Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control.
  - II. Tenant shall notify the Landlord of any malfunction of a utility.
  - III. Tenant may not be negligent in his/her use of any included utility or service. If by tenants negligence, the utility bill or service fee dramatically increases, tenant will be billed for any overages which will then be due and payable by tenant as additional rent.

**13. APPLIANCES:**

- A. Landlord will supply and maintain: Washing Machine, Dryer, Refrigerator, and Stove.
  - I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
  - II. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

**14. MAINTENANCE AND REPAIRS:**

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Tenant must abide by all local recycling regulations.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- G. The Tenant shall provide his or her own pest control services.

**15. CONDITION OF PROPERTY:**

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

**16. PETS:**

The following pets are allowed: cats, 1 gerbil, no dogs

**17. PARKING:**

Parking is provided. On street [arking

**18. RULES AND REGULATIONS:**

- A. Absolutely no smoking is permitted in the Leased Premises.
- B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- C. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- D. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.

- E. The Tenant shall abide by all Federal, State, and Local laws.
- F. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- G. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- H. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- I. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- J. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- K. Under no circumstance may a stove, oven or range be used as a source for heat.
- L. The Tenant shall use ventilating fans at all times when bathing and cooking.
- M. The Tenant shall notify Landlord of any pest control problems.
- N. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- O. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
- P. The Tenant may not block the fire escape at any time.

**19. ADDENDA:**

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

- |  |  |
|--|--|
| A. Pet Addendum  | I. Move-In/Move-Out Walk-Through Checklist                   |
| B. Zero Tolerance for Criminal Activity                        | J. Satellite Dish/Antenna Installation Policy and Permission |
| C. Pest Control - Bed Bug Addendum                             | K. Roommate Lease Addendum                                   |
| D. Mold Prevention Addendum                                    | L. Smoke-Free Property Addendum                              |
| E. Lead-Based Paint Disclosure & Certification                 | M. Lead Paint Pamphlet (EPA) for Units Built Before 1978     |
| F. Asbestos Disclosure   | N. Maine Energy Efficient Disclosure Form                    |
| G. Maine Residential Rental Property Lead Disclosure Statement | O. Maine Radon Disclosure                                    |
| H. Tenant's Waiver of Insurance                                |  |

**20. INSURANCE:**

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant is strongly encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the State. This policy must become effective on or before the beginning date of this Lease Agreement.

**21. SECURITY NOT PROMISED:**

The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

**22. RIGHT OF ENTRY:**

- A. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.

- B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
  - I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
  - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
  - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

**23. NOTICES:**

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Landlord may be sent to the following:
  - I. 129 Emery St, 2nd floor, Portland, ME, 04102
  - II. Email: kris@gwi.net
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
  - I. Regular mail
  - II. Personal delivery
  - III. Certified or registered mail, return receipt requested
  - IV. E-mail

**24. ABANDONMENT:**

If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

**25. LANDLORD'S REMEDIES:**

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

- A. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees and costs.

**26. SUBORDINATION:**

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

**27. CONDEMNATION:**

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

**28. ASSIGNMENT OR SUBLEASE:**

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

**29. JOINT AND SEVERAL LIABILITY:**

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

**30. MISREPRESENTATION:**

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

**31. BINDING OF HEIRS AND ASSIGNS:**

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

**32. SEVERABILITY:**

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

**33. GOVERNING LAW:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maine.

**34. PARAGRAPH HEADINGS:**

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

**35. ENTIRE AGREEMENT:**

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Maine as well as any disclosures required by federal, state, and local jurisdictions.

**NOTICE:** This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## UTILITY COMPANY INFORMATION

*As a courtesy, we are providing the utility company information for the property to assist you with moving in.*

**IMPORTANT:**

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

Central Maine Power (CMP)  
83 Edison Drive  
Augusta, ME  
Phone: (800) 750-4000  
<http://www.cmpco.com>

Time Warner  
ME  
<http://www.timewarnercable.com>

Unitil  
ME  
Phone: (207) 866-933-3821  
[unitil.com](http://unitil.com)

Find USPS change-of-address forms at <http://moversguide.usps.com>.

# PET ADDENDUM

Landlord: George Clark & Cindy MacKay  
Tenant: Oronde Cruger, Katherine Buxton, Terry Wolfe  
Lease Premises: 131 Emery St, 2nd floor, Portland, ME 04102

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the leased premises.

Type of Pet: \_\_\_\_\_ Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Weight / Size: \_\_\_\_\_ Age: \_\_\_\_\_ Other: \_\_\_\_\_

All dogs and cats must wear vaccination tags attached to a collar that is worn at all times. The Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian. It must include the animal's name, description, age, date and type of vaccination. The Tenant must renew all pet registrations annually, and provide a copy of the registration to the Landlord.

Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. The Tenant cannot maintain exotic animals or livestock in the rental home, grounds or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Landlord's withdrawal of permission, after which the Tenant will have to remove the pet(s) from the premises immediately. Pet owners must ensure the proper disposal of a deceased animal according to Maine and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts.

The Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. Security and/or pet deposits are only refunded after the property has been vacated and examined by the management.

Service Animals are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Maine local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# MOVE-IN/MOVE-OUT WALK-THROUGH CHECKLIST

**Tenants:** Oronde Cruger, et al.

**Leased Premises:** 131 Emery St, 2nd floor  
Portland, ME 04102

Room/Item	Move-In Condition DATE:	Move-Out Condition DATE:	Other Notes
<b>LIVING ROOM/AREA</b>			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
Other			
<b>DINING ROOM/AREA</b>			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
Other			
<b>HALLWAY</b>			
CARPET OR FLOORING			
WALLS			
CEILING			
LIGHTS & SWITCHES			
<b>KITCHEN</b>			
STOVE/RANGE			
REFRIGERATOR			
SINK-CABINETS-COUNTERS			
WINDOWS & SCREENS			
DISHWASHER			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
OTHER			

<b>BATHROOM</b>			
DOOR			
WINDOWS & SCREENS			
FLOOR			
WALLS			
CEILING			
SINK			
TUB AND/OR SHOWER			
TOILET			
CABINET/SHELVES/ CLOSET			
TOWEL BARS/PAPER HOLDER			
LIGHTS & SWITCHES			
OTHER			
<b>□ 2nd BATHROOM/POWDER ROOM</b>			
DOOR			
WINDOWS & SCREENS			
FLOOR			
WALLS			
CEILING			
SINK			
TUB AND/OR SHOWER			
TOILET			
CABINET/SHELVES /CLOSET			
TOWEL BARS/PAPER HOLDER			
LIGHTS & SWITCHES			
OTHER			
<b>BEDROOM</b>			
DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
CLOSET			
OTHER			
<b>□ 2nd BEDROOM</b>			
DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
CLOSET			
OTHER			

<input type="checkbox"/> <b>OTHER ROOM</b> _____			
DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
CLOSET			
OTHER			
<input type="checkbox"/> <b>OTHER ROOM</b> _____			
DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING			
LIGHTS & SWITCHES			
CLOSET			
OTHER			
<input type="checkbox"/> _____			
DOORS			
WINDOWS & SCREENS			
SIDING/EXTERIOR			
FENCING			
FRONT YARD			
REAR YARD			
GARAGE/SHED			
OTHER			

Landlord/Manager: George Clark & Cindy MacKay  
 Phone:

X \_\_\_\_\_ Date \_\_\_\_\_  
 George Clark & Cindy MacKay

**SIGNATURE OF TENANT(S):**

Tenant accepts the entire Leased Premises in good condition with the exception of the item(s) listed above. Tenant understands that he/she is responsible for any damage to the Leased Premises caused by the Tenant, all occupants and/or guests during the occupancy.

Print Name: \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name: \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name: \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name: \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

# ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Landlord: George Clark & Cindy MacKay  
Tenant: Oronde Cruger, Katherine Buxton, Terry Wolfe  
Leased Premises: 131 Emery St, 2nd floor, Portland, ME 04102

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to all Tenants, occupants, guests, and any visitors in or around the Leased Premises. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that disturbances of the peace not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime and disturbances of the peace.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Maine, local laws and regulations.

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM: SATELLITE DISH / ANTENNA INSTALLATION PERMISSION**

Landlord: George Clark & Cindy MacKay  
Tenant: Oronde Cruger, Katherine Buxton, Terry Wolfe  
Leased Premises: 131 Emery St, 2nd floor, Portland, ME 04102

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The installation and wiring of a Satellite Dish or Antenna may only be performed by a trained and/or licensed professional. All of the specs, sizes and information regarding the equipment, installation and wiring including location must be provided to the Landlord prior to installation. The installation may not block the access or intrude on any common areas. This includes but is not limited to the roof, exterior wall, parking area, window, or fence.

A professional installation company must be used for installation and proof of liability insurance is required before equipment is installed. The Tenant is responsible for any damages that may occur from the installation or wiring of the Satellite Dish or Antenna. The installation, maintenance and safety of both activities are the responsibility of the Tenant.

The Landlord reserves the right to request the temporary removal of the Satellite Dish or Antenna if necessary for building repairs or maintenance and will assume no liability for any damages that may occur to the equipment.

At the end of the Lease, all evidence of the installation of the Satellite Dish or Antenna must be removed and/or repaired. Any damages that remain will be subject to charges against but not limited to the security deposit.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Maine and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

----- Landlord Approval -----

I will allow the installation of a Satellite Dish or Antenna under the terms and conditions mentioned in this addendum.

Notice: Approval is only granted with a signature from the Landlord.

Landlord's Signature: \_\_\_\_\_

# PEST CONTROL - BED BUG ADDENDUM

Landlord: **George Clark & Cindy MacKay**

Tenants: **Oronde Cruger, Katherine Buxton, Terry Wolfe**

Leased Premises: **131 Emery St, 2nd floor  
Portland, ME 04102**

This Pest Control-Bed Bug Addendum is incorporated into and made part of the lease executed by and between the above-referenced Landlord and Tenants, for the Leased Premises above.

Landlord and Tenant agree as follows (check all that apply):

- Tenant must report any pest infestation and/or problems with the Leased Premises as soon as it is noticed. This includes but is not limited to bed bugs, roaches, ants, carpenter ants, termites, mice or rats.
- Landlord and Tenant agree that any violation of this Pest Control-Bed Bug Addendum shall be a violation of the Residential Lease Agreement.
- Tenant acknowledges that Landlord's implementation of this Pest Control-Bed Bug Addendum, and all efforts to provide pest free surroundings, does not in any way alter the standard of care that Landlord owes Tenant under the Residential Lease Agreement. Tenant understands and agrees that Landlord's ability to control, take care of or enforce the terms and conditions of this Pest Control-Bed Bug Addendum is reliant in a large part on the Tenant's compliance and cooperation.
- Tenant agrees to cooperate with the Landlord in all efforts and course of actions required to erase and control any pest infestation. Tenant's full cooperation shall include but is not limited to immediately reporting any pest infestation including that of bed bugs to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests. Tenant understands that evacuating the Leased Premises during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the post-treatment requirements to keep the Leased Premises pest free and minimize any re-infestations.
- Tenant has been informed that used or secondhand furniture is one of the most frequent ways that bed bugs and roaches are introduced and spread. Tenant agrees not to acquire or purchase used or secondhand furniture. Sharing vacuum cleaners is another highly common way to spread bed bugs and roaches.
- In case of any conflict between the terms and conditions of the Residential Lease Agreement and this Pest Control-Bed Bug Addendum, the provisions of this Pest Control-Bed Bug Addendum shall prevail.
- Tenant has received the attached "Pest Control Tips" and will read and follow the guidelines within the document.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## PEST CONTROL TIPS



- Remove food, trash, decaying wood, etc. as quickly as possible.
- Keep all areas where food is prepared, stored and served clean and free of crumbs and grease.
- Store dry foods off the floor and away from walls.
- Cover or seal trash tightly.
- Do not accumulate trash or debris in or around the Leased Premises.
- Make sure that all pest entry points are sealed.
- Make sure that all gaps larger than 1.4 inches are closed or sealed.
- Check for and immediately report to Landlord any structural damage such as moisture-damaged wood.
- Make sure windows and screens are not in disrepair.
- Look for and report any holes where roofs overlap.
- Report clogged gutters to the Landlord.
- Shuffle stored items regularly and keep boxes tightly sealed in plastic bags.
- Check storage area for rodents.
- Garbage can lids should be kept closed and secured.
- Before storing end-of-season clothes, make sure they are clean.
- Drawer and cabinet liners, paper grocery bags and even wallpaper can be a source of food to pests. Make sure that all paper bags are immediately removed from the Leased Premises.
- Carefully check for pests in furniture, boxes, paper and other items brought into your home. Second-hand furniture is the number one carrier of bed bugs!
- Areas where pipes, cables and wires enter walls and soffits should be sealed completely. Report any openings to the Landlord.
- Learn to identify signs of bed bugs such as small rust-colored stains on mattresses or seat cushions.

Notes:

---

---

---

---

---

---

---

# ROOMMATE LEASE ADDENDUM

Landlord: George Clark & Cindy MacKay  
Tenant: Oronde Cruger, Katherine Buxton, Terry Wolfe  
Lease Premises: 131 Emery St, 2nd floor, Portland, ME 04102

This LEASE ADDENDUM is incorporated into and is made part of the Lease Agreement dated Oct. 12, 2014 executed by the Landlord and the Tenant(s) referring to and incorporating the Leased Premises. Tenants are known on this Roommate Addendum as "Roommates". The Roommates acknowledge that they have signed a Lease Agreement with George Clark & Cindy MacKay for the Leased Premises. Each and all Roommates agree to faithfully abide by all the terms and conditions of the Lease Agreement. The Roommates acknowledge that this Roommate Addendum shall exist alongside the Lease Agreement for the Leased Premises, which contains all the terms and conditions of occupancy. Roommates agree to the following in addition to all of the terms and conditions of the Lease Agreement.

**Roommate Approval and Replacement** – Absolutely no subletting or roommate changes of the Lease Agreement may be made without written permission of the Landlord in advance. Every Roommate under the Lease Agreement, whether as an original Roommate or as a replacement Roommate, must first submit a rental application and also be approved in writing by the Landlord. The Landlord may require replacement Roommates to sign the existing Lease Agreement or may require an entirely new Lease Agreement to be signed by the replacement Roommate and the existing Roommates. Upon the replacement of a Roommate, Landlord may elect to charge an administration fee in addition to any tenant screening fees which will be discussed and agreed to prior to this Addendum, in writing. This will be in accordance with all Maine and local laws.

**Financial Responsibility** – Each Roommate agrees to be jointly and severally liable to the Landlord for the entire rent and the entire amount of any other charges due and/or incurred under the Lease Agreement.

**Security Deposit** – The security deposit(s) required under the Lease Agreement are contained and specified in the Lease Agreement. The security deposit shall not be released until the entire Leased Premises has been vacated completely by all roommates. Landlord will not make separate payments but instead one payment of the security deposit (or portion thereof, if any) made payable jointly to all Roommates that have rights to the security deposit. This payment and of any security deposit deductions will be disbursed according to the Lease Agreement and according to state law. The Security Deposit will be considered settled upon the delivery or mailing to any one of the Roommates. When there is a switch in roommates, the reimbursement of the security deposit (or portion thereof) to the outgoing tenant should be settled by the tenants amongst themselves. A landlord is not obligated to refund the security deposit until the lease is terminated and ALL Roommates have vacated.

**Getting Along** – Having roommates can mean that you need to compromise on certain issues and your roommates need to compromise on certain issues thus making it easier to share the Leased Premises. Landlord accepts no responsibility or liability for how roommates get along.

**Departing Roommates** – Roommates who move out while this Agreement is in effect will continue to have financial responsibility under the Lease Agreement unless the Landlord releases them from this responsibility in writing or unless they are replaced by a replacement Roommate approved by Landlord in writing. Upon being relieved of financial liability, the departing Roommate shall relinquish all rights to the security deposit.

**Communications** – Whenever Landlord gives a notice to one Roommate, it shall be considered as having been communicated to all Roommates. Whenever one Roommate gives a notice to the Landlord, it shall be considered as having been communicated from all Roommates.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MOLD PREVENTION ADDENDUM

**LEASED PREMISES: 131 Emery St, 2nd floor, Portland, ME 04102**

**TENANT(S): Oronde Cruger, Katherine Buxton, Terry Wolfe**

It is Landlord's objective to maintain the highest quality building environment for any and all Tenants. You are hereby notified that mold can grow if the Leased Premises that is not properly maintained and ventilated. If moisture is allowed to accumulate in the building, it can cause mildew and mold to grow. It is important that Tenants frequently allow air to circulate in the Leased Premises. It is also important that Tenants keep the inside of the Leased Premises clean and that you **promptly report** to the Landlord any leaks, moisture problems, and/or mold growth. The following are possible causes of indoor moisture problems: Humidifiers, steam from cooking, wet clothes, leaky roofs or windows, house plants, shower/bath steam and leaks, constant running water/plumbing leaks, and backed up sewers, overflows, or flooding.

Tenant is responsible for maintenance of the Leased Premises in a manner that prevents the occurrence of the existence of mold or mildew in the Leased Premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities.

1. Tenant shall keep the Leased Premises including but not limited to all counter and floor surfaces, windows and window sills, free of dirt and debris that can become a haven for mold and mold growth.
2. Tenant shall immediately report to Landlord any water concerns, such as running faucets, roof leaks, plumbing leaks, drips, sweating pipes, or discoloration of walls and/or ceilings.
3. Tenant shall immediately notify Landlord of water overflowing from bathrooms, kitchen, or laundry and whether overflow was a result of the condition of the Leased Premises or from Tenant accident or misuse.
4. Tenant shall instantly report to the Landlord any mold growth whatsoever on any surface inside the Leased Premises.
5. Tenant shall allow the Landlord to enter the Leased Premises to inspect and make necessary and/or agreed upon or desired repairs.
6. Tenant shall use bathroom fans, if available, in their units while showering or bathing, and to report to the Landlord any non-working fan. If a fan is not provided in your bathroom(s) you shall use the window for ventilation of steam during and after showers, bathing, and use of water.
7. Tenant shall use exhaust fans whenever cooking, dishwashing, or cleaning. Tenant shall leave on or open the ventilation until all steam, whether in bathroom or other areas of the Leased Premises, is gone.
8. Tenant shall use all reasonable care to close all windows and other openings in the Leased Premises to prevent outdoor water (i.e. rain, sprinklers, etc.) from gaining access into the inside of the Leased Premises.
9. Tenant shall clean and immediately dry any visible moisture on the surface of windows and/or window frames as well as on any other surfaces including personal property. As an example, due to weather conditions inside and outside some homes, the interior surface of windows and surfaces may "sweat" or become wet due to excessive use of water in the home, laundry being permitted to dry inside, cooking, etc. This water should be removed from the surface of windows immediately so that if the Landlord inspects the Leased Premises, no accumulation of the dirt and debris at the bottom of windows and on window sills should ever be seen.
10. Tenant shall immediately notify the Landlord of any problems with the air conditioning, if any, or heating system problems that are discovered by Tenant. Further Tenant shall immediately report both verbally and in writing any potential mold causing conditions to the Landlord or the Landlord's authorized Agent.
11. Tenant shall inspect beneath cabinets, vanities, sinks, closets, and areas near indoor plants frequently as to determine whether there are any leaks or excessive moisture.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with all applicable ME and local regulations to evict or have the Tenant removed from the Leased Premises; as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# SMOKE-FREE PROPERTY ADDENDUM

Landlord: George Clark & Cindy MacKay  
Tenant: Oronde Cruger, Katherine Buxton, Terry Wolfe  
Leased Premises: 131 Emery St, 2nd floor, Portland, ME 04102

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between George Clark & Cindy MacKay (Landlord) and the Oronde Cruger, Katherine Buxton, Terry Wolfe (Tenant) for the Leased Premises located at 131 Emery St, 2nd floor, Portland, ME 04102.

The Landlord has implemented a “No Smoking” policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building

For this Smoke Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant’s invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of a smoke-free living space. Additionally Tenant(s) acknowledges that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant’s guests and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant’s Signature: \_\_\_\_\_ 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. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

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



---

# Protect Your Family From Lead in Your Home

---



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

---

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

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

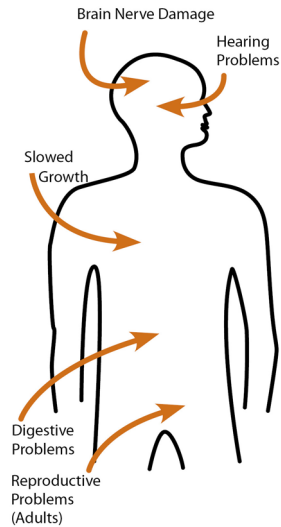
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

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



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

---

<sup>1</sup> “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# Checking Your Home for Lead

---

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

---

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.



## Reducing Lead Hazards

---

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

---

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## 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. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - 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.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

---

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

---

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# ASBESTOS DISCLOSURE

Asbestos is a common building material that may be present in many buildings constructed prior to 1981.

The United States Environmental Protection Agency (EPA) has determined the mere presence of asbestos materials does not post a health risk to residents and that such materials are safe as long as they are not disturbed or dislodged in a manner that causes the asbestos fibers to be released. Sanding, scraping, pounding and other remodeling techniques that release dust may cause asbestos particles to become airborne.

EPA rules do not require the material to be removed. Federal law requires that reasonable precautions are taken to minimize the chance of damage or disturbance of asbestos containing materials.

Tenant(s) acknowledge that this is a **WARNING** that the Leased Premises may contain asbestos and may expose him/her to a chemical known to cause cancer.

Tenant(s) agree that no improvements, alterations, modifications, or repairs to the premises shall be made without the express approval of the Landlord. This approval will depend upon acceptance of a written plan of protection from the release of or exposure to asbestos.

Tenant(s) may hang only pictures and other wall ornaments with hangers that are less than 1/4" diameter. Tenant(s) will notify the Landlord immediately where there exists a hole larger than 1/4" diameter, evidence of a water leak, and/or any appearance of crumbling or peeling in the wallboard or ceilings.

*(Landlord must check one)*

Landlord discloses any known information concerning asbestos hazards located in or around the following areas of the Leased Premises

---

---

---

Landlord has no knowledge of asbestos and/or asbestos hazards located in or around the Lease Premises.

Landlords Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For more information on asbestos, we recommend the Environmental Protection Agencies web site at: <http://www.epa.gov/iaq/asbestos.html> or contact them by calling (202) 554-1404.

# Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: \_\_\_\_\_

**This rental unit \_\_\_ meets/\_\_\_ does not meet/\_\_\_partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.**

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The **bold** items below are suggested minimum guidelines.*

## Heating Systems

### **Space Heat**

Tested heating system efficiency (minimum: 82%) \_\_\_ % \_\_\_ unknown Test date: \_\_\_\_\_

Exposed pipes or ducts in unheated crawl space insulated? \_\_\_ yes \_\_\_ no

Heating fuels: \_\_\_ oil \_\_\_ natural gas \_\_\_ propane \_\_\_ kerosene \_\_\_ wood \_\_\_ electric \_\_\_ other

### **Water Heat**

Accessible domestic hot water pipes insulated? \_\_\_ yes \_\_\_ no

Fuels: \_\_\_ oil \_\_\_ natural gas \_\_\_ propane \_\_\_ solar \_\_\_ electric \_\_\_ other

## Insulation

### **Walls**

Insulated? (minimum: cavity filled) \_\_\_ filled \_\_\_ partially filled \_\_\_ no insulation \_\_\_ unknown

Insulation thickness: \_\_\_ less than 3" \_\_\_ 3-6" \_\_\_ more than 6"

### **Ceiling**

Insulated? (minimum: R-38 or cavity filled) \_\_\_ filled \_\_\_ partially filled \_\_\_ no insulation \_\_\_ unknown

Insulation thickness: \_\_\_ inches or R-\_\_\_\_\_

### **Floors over unheated areas**

Insulated? (minimum: R-21 or cavity filled) \_\_\_ filled \_\_\_ partially filled \_\_\_ no insulation \_\_\_ unknown

### **Basement wall**

Insulated? (minimum: 2' below grade) \_\_\_ yes \_\_\_ no \_\_\_ unknown

## Windows and Doors

**Windows** (minimum: 2 panes of glass) \_\_\_ single pane \_\_\_ single + storm \_\_\_ double (DG) \_\_\_ DG + low-e  
\_\_\_ (DG + low-e + argon gas) \_\_\_ triple or better

**Doors** (minimum: insulated or with storm) \_\_\_ insulated \_\_\_ storm \_\_\_ insulated + storm \_\_\_ neither

## Appliances

**Refrigerator** (minimum: post-1995) \_\_\_ yes \_\_\_ no \_\_\_ unknown \_\_\_ Energy Star rated

**Gas stove** (suggested electronic ignition) \_\_\_ electronic ignition \_\_\_ pilot light \_\_\_ no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact *Efficiency Maine, 1-866-376-2463*

**Signatures: Landlord:** \_\_\_\_\_ **Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*This information is accurate to the best of the landlord's knowledge.*

**Other comments about the unit's efficiency:** \_\_\_\_\_

## Guidelines and Explanation of Terms

**Tested heating system efficiency (minimum 82%):** This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

**Floors over unheated areas:** Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

**Basement wall:** Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

**Windows:** Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

**Doors:** A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

**Refrigerator:** Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

**Gas stove:** According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

# Residential Real Property Disclosure Statement

## MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

### Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

\_\_\_\_\_  
Lessor Signature                      Date

\_\_\_\_\_  
Lessee Signature                      Date

\_\_\_\_\_  
Lessor Name printed

\_\_\_\_\_  
Lessee Name printed

\_\_\_\_\_  
Lessor Signature                      Date

\_\_\_\_\_  
Lessee Signature                      Date

\_\_\_\_\_  
Lessor Name printed

\_\_\_\_\_  
Lessee Name printed

**Acknowledgement of federal 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 Acknowledgement (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 Acknowledgement (initial)**

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

**Certification of Accuracy**

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

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



# Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

**There are possible serious health risks due to exposure to radon. Please read the attached information.**

## **Information About Your Building**

Residential Rental Unit Number Or Other Identifier: \_\_\_\_\_

Street Address (including Rental complex name if applicable): \_\_\_\_\_

A radon test in the unit identified above or in other parts of your building was completed on \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was \_\_\_\_\_ pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester \_\_\_/the landlord \_\_\_/a Tenant \_\_\_  
If tested by a Maine-registered radon tester, their Maine Radon ID number is \_\_\_\_\_

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

**A page explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health, is attached.**

## **ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE**

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

\_\_\_\_\_  
Landlord or Agent (printed)                      Date

\_\_\_\_\_  
Landlord or Agent (signed)                      Date

\_\_\_\_\_  
Tenant (printed)                      Date  
Date

\_\_\_\_\_  
Tenant (signed)

\_\_\_\_\_  
Tenant (printed)                      Date

\_\_\_\_\_  
Tenant (signed)                      Date

# Radon in Rental Housing

## A Serious Hidden Danger to Family Health

Radon Tipsheet #11



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

### About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

### What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

### About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

### Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Protect your family. Learn. Test. Treat if needed.

- Check this website: [www.MaineRadiationControl.org](http://www.MaineRadiationControl.org)
- For advice: 1-800-232-0842 • [radon.dhhs@maine.gov](mailto:radon.dhhs@maine.gov) • TTY: Call Maine Relay 711

# TENANT'S WAIVER OF INSURANCE

Landlord: George Clark & Cindy MacKay  
Tenant(s): Oronde Cruger, Katherine Buxton, Terry Wolfe  
Leased Premises: 131 Emery St, 2nd floor, Portland, ME 04102

The Landlord strongly encourages that the Tenant have a renter's insurance policy in effect for the duration of the lease term.

Though the importance of having renter's insurance have been fully explained, the Tenant(s) knowingly is/are declining to obtain a renter/tenant's insurance policy for the Leased Premises at 131 Emery St, 2nd floor, Portland, ME 04102. Because of this, the Tenant(s) agree to hold the Landlord/Owner or any representatives of the Landlord/Owner harmless of any damage, theft, or loss that may occur to the Tenant(s)'s personal possessions while renting the Leased Premises.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





# WELCOME TO YOUR NEW HOME

We are pleased that you have chosen our property as your new home. Please take the time to review the following Welcome Package. The following pages contain handy hints and helpful information including addresses and phone numbers for your utility companies. Please take the time to review the following frequently asked questions.

## ***How do I handle repairs that may be needed?***

First, you must notify us of any repairs, no matter how minor they may seem. The responsibility of the repair will be determined by the terms of your Lease. In the event that the Landlord is responsible for the needed repair, please be aware that all repairs will be prioritized and emergencies will be handled first. Make sure that all repairs are reported in a timely manner. Remember that an ignored repair may become a large project, therefore subjecting you to a large expense. Any repair which goes unreported, thereby causing further damage to the Leased Premises or that of a neighboring tenant, may be construed as a nuisance and will be handled as such. This type of neglect will incur further charges to your account and may change the liability of the repair and subsequent repairs. We must have access to the Leased Premises to perform any repairs or maintenance.

## ***What if my rent is late?***

Your rent is due and expected on the rent due date specified in your Lease agreement. Payment not received on time may be subject to late fees or other charges. It is important that rent payments are paid promptly. Remember that chronic late payments may result in legal measures that may lead to your eviction.

## ***What do I do if I lose my key?***

It is important that you take care of your entrance keys. Occasionally, you may find yourself locked out of your home or in need of a replacement key, if this occurs, there will be a \$\_\_\_\_\_ charge.

## ***Why do I need renter's insurance?***

Under most circumstances the Landlord is not responsible for your personal property. It is important to have renter's insurance to cover your belongings in the event of an unforeseen disaster. This type of insurance is inexpensive insurance and well worth it.

## ***What if I am having a problem or concern with a neighbor?***

It is important to try to get along with your neighbors. If you have a problem or concern with a neighbor, it is usually best to try to resolve the problem amongst yourselves. Refrain from using foul language or engaging in verbal arguments. Of course, if you are unable to resolve the problem, feel free to contact me or the local authorities.

## ***Can I make changes or improvements to the Leased Premises, such as painting or landscaping?***

We often welcome your improvements to your residence and yard. We ask kindly that you check with us first before making any changes. Changes or improvements to your home must be documented and most will receive verbal approval. However, some changes or alterations to the property will require written consent.

It is important to read the Lease thoroughly and ask questions about anything that you may not understand. Below are some additional important guidelines to follow.

- It is important to keep the leased premises in a clean, sanitary and safe condition.
- Please make sure that trash is disposed of correctly as to avoid any pest control problem.
- Make sure to check the batteries in the smoke detectors, periodically, to ensure the safety of your family.
- Candles are not recommended therefore, please be careful not to leave a lit candle unattended.
- Do not give or loan your entrance key or code to anyone not listed on the Lease.
- Be considerate of your neighbors.

We want you to be happy in your home and welcome any suggestions. Please feel free to contact us with any questions or concerns regarding your home.

We really appreciate having you as one of our tenants and hope that you will enjoy your new home.



# Working Together for Home Fire Safety

A Factsheet on Home Fire Prevention

**M**ore than 4,000 Americans die each year in fires and 20,000 are injured. An overwhelming number of fires occur in the home. There are time-tested ways to prevent and survive a fire. It's not a question of luck. It's a matter of planning ahead.

## EVERY HOME SHOULD HAVE AT LEAST ONE WORKING SMOKE ALARM

Buy a smoke alarm at any hardware or discount store. It's inexpensive protection for you and your family. Install a smoke alarm on every level of your home. A working smoke alarm can double your chances of survival. Test it monthly, keep it free of dust and replace the battery at least once a year. Smoke alarms themselves should be replaced after ten years of service, or as recommended by the manufacturer.

## PREVENT ELECTRICAL FIRES

Never overload circuits or extension cords. Do not place cords and wires under rugs, over nails or in high traffic areas. Immediately shut off and unplug appliances that sputter, spark or emit an unusual smell. Have them professionally repaired or replaced.

## USE APPLIANCES WISELY

When using appliances follow the manufacturer's safety precautions. Overheating, unusual smells, shorts and sparks are all warning signs that appliances need to be shut off, then replaced or repaired. Unplug appliances when not in use. Use safety caps to cover all unused outlets, especially if there are small children in the home.



## ALTERNATE HEATERS

- Portable heaters need their space. Keep anything combustible at least three feet away.
- Keep fire in the fireplace. Use fire screens and have your chimney cleaned annually. The creosote buildup can ignite a chimney fire that could easily spread.
- Kerosene heaters should be used only where approved by authorities. Never use gasoline or camp-stove fuel. Refuel outside and only after the heater has cooled.

## AFFORDABLE HOME FIRE SAFETY SPRINKLERS

When home fire sprinklers are used with working smoke alarms, your chances of surviving a fire are greatly increased. Sprinklers are affordable--they can increase property value and lower insurance rates.

## PLAN YOUR ESCAPE

Practice an escape plan from every room in the house. Caution everyone to stay low to the floor when escaping from fire and never to open doors that are hot. Select a location where everyone can meet after escaping the house. Get out then call for help.

## CARING FOR CHILDREN

Children under five are naturally curious about fire. Many play with matches and lighters. Tragically, children set over 20,000 house fires every year. Take the mystery out of fire play by teaching your children that fire is a tool, not a toy.

## CARING FOR OLDER PEOPLE

Every year over 1,200 senior citizens die in fires. Many of these fire deaths could have been prevented. Seniors are especially vulnerable because many live alone and can't respond quickly.

### For more information contact:

The U. S. Fire Administration  
16825 South Seton Avenue  
Emmitsburg, MD 21727  
or  
Visit the USFA Web site:  
[www.usfa.fema.gov](http://www.usfa.fema.gov)



Homeland Security



# SAVE ENERGY IN YOUR HOME

## A Factsheet on Saving Energy

**P**lanning ahead can save you money and alleviate frustration with high utility bills. Here are some tips to help protect your hard earned dollars:

- Remove window air conditioners for the winter and close the window. If the air conditioner cannot be removed, weatherize it with a properly fitting air conditioning cover.
- Keep all vents (air conditioning, heating and/or exhaust) free from debris and remove any item that blocks the flow of air.
- Replace screens with storm (glass) windows in winter months. If you do not have storm windows, use clear plastic, tightly sealed on the inside of the windows.
- Replace or clean air/heat filters monthly. Dirty filters block air flow.
- Do not block vents with furniture.
- Save 10% on energy costs when you install weatherstripping or caulk leaky doors and windows, and install gaskets behind outlet covers.
- Set your thermostat at one temperature (around 77°) and leave it alone when running the air conditioning. It takes more energy to heat or cool an area than it does to maintain a constant temperature.
- In winter, set your thermostat at about 68°. For every degree you lower your heat, you save up to 5% in heating costs. At night, turn the heat down to 55°, but never turn your thermostat below 50° when the home is unoccupied. Heat pumps should only be set back two degrees to prevent unneeded use of backup strip heating.
- Wear warm clothing in winter.
- Open window coverings in the daytime to let the sun heat your home and close them at sundown to insulate.
- Lock your windows so they will seal better.
- Keep doors and windows closed to keep the central air/heat inside.
- Rearrange your furniture so you are sitting by interior walls. The temperature is more constant on interior walls.
- Close doors to other parts of the house and turn down the thermostat when using the fireplace.
- Remember that fireplaces lose up to 8% of your energy. Keep the damper closed when not in use.
- Turn lights off and shut the doors in unoccupied rooms.
- Use as much natural light as possible.
- Replace incandescent light bulbs with compact fluorescent bulbs. They use 75% less energy.
- Turn kitchen and bathroom ventilating fans off after cooking.
- Turn off your computer and monitor when not in use.
- Vacuum the coils of your refrigerator several times a year and leave enough room behind and on the sides of the unit for air to circulate.
- A second refrigerator can add as much as 10 to 15% to your energy bill.
- Only use your oven's self-cleaning feature when your oven is already hot.
- Over 2/3 of your water heating costs are from showers. Cutting your shower time in half will reduce your costs by up to 33%.
- Lower the temperature of your hot water heater to a comfortable yet economical level. Use the "normal" setting, or 120°, (unless the owner's manual for your dishwasher requires a higher setting), and save up to 11% of the cost of heating your water.
- Drain a bucketful of water from the water heater several times a year to protect against mineral buildup.
- Insulate the first five feet of pipe coming out of the top of your water heater. Pipe insulation is available from your hardware store.
- Only run full loads of dishes or clothes in your appliances.
- Use cold water to wash, and reduce the washer's energy use by 75%.
- Use only cold water in the garbage disposal.
- Keep the lint trap in the dryer clean and use the moisture-sensing automatic drying setting on your dryer.

## DISEASE?

"A common concern with bed bugs is whether they transmit diseases. Transmission to humans is considered highly unlikely. For this reason, they are not considered [by medical professionals as] a serious disease threat. Their medical significance is mainly limited to the itching and inflammation from their bites, [similar to a mosquito or flea bite]. The usual treatment prescribed is topical application of antiseptic or antibiotic creams or lotions to prevent infection." (Potter 2004)

## PRECAUTIONS

**When traveling?** Take time to check mattresses, box springs, and especially luggage racks. Upon returning wash everything before you put it back into your dresser drawers or closets.

**That old piece of furniture on the side of the road?** Don't even think about it. Furniture may have been discarded because it harbors bed bugs. By picking it up and bringing it into your residence you could be inadvertently contributing to the problem. Best to leave it where you found it.



## What Should You Do If You Get Bed Bugs?

**Don't Panic.**

**Contact your property manager or landlord.** Do not use over-the-counter pesticides. Generally, landlords are legally required to contract with a licensed pest control operator.

**Reduce clutter** to limit hiding places for bed bugs.

**Thoroughly clean** the infested rooms as well as others in the residence.

**Wash all sheets and clothing** in warm-hot water; dry clean those items that cannot be washed in a regular machine.

**Mattresses and box springs can be permanently encased within special mattress bags.** Any bugs trapped within these sealed bags will eventually die.

**Pull the bed frame away from the wall;** tuck sheets and blankets so they won't contact the floor to prevent bed bugs from crawling onto a bed.

## Frequently asked questions?

**Should I move?** No. The bugs will likely travel with you. Pest Control experts agree that the best way to combat the Bed Bug is to follow the above steps, repeating them until the situation is resolved. They are a nuisance, but one that can be eliminated if the proper steps are taken.

**I'm a clean person, how did this happen? Bed Bugs** are not picky when it comes to people. They do not discriminate. Anyone can get them, regardless of his/her personal hygiene habits.

All of the information in this pamphlet is taken from the Harvard School of Public Health and The University of Kentucky Department of Entomology. For more information please visit [www.hsph.harvard.edu/bedbugs/](http://www.hsph.harvard.edu/bedbugs/) or [www.uky.edu/Agriculture/Entomology/entfacts/struct/ef636.htm](http://www.uky.edu/Agriculture/Entomology/entfacts/struct/ef636.htm).

# Bed Bugs: They Can Happen to Anyone



## History:

Bed Bugs, or *Cimex lectularius*, have been with us since the beginning of time. Ancient cultures dealt with them and many modern cultures live with them. They are often referred to as "the bug that nobody knows" because of their cryptic nighttime feeding habits. They have been found on buses, ships, in movie theaters, apartments, residence halls, and high-end hotels.

The United States lived with them through the first half of the 20th Century. In the 1950s it was found that high concentrations of a chemical known as dichlorodiphenyltrichloroethane (commonly referred to as DDT), could be used to treat the bug. Ultimately, the bug was virtually eradicated except for a few minor cases.

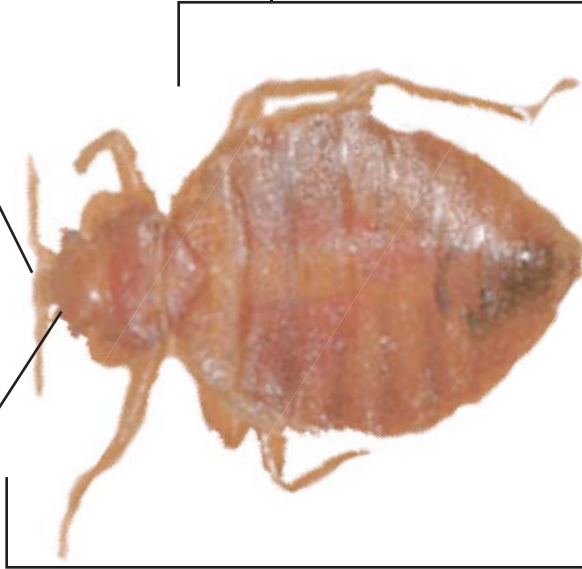
In the past five years, the United States has seen a resurgence of bed bugs. Scientists are attaching the recurrence of the bug to increased international travel. Also, "changes in modern pest control practice - and less effective bed bug pesticides - are other factors suspected for the recurrence." (Potter 2004)



# Bed Bug Identification

Bites are reddish, inflamed bumps, without pustules; itch and look similar to mosquito bites

They are nocturnal and are rarely active during the day.



1/4 Inch Long

Diamond-Shaped Back

**NOTE: If you have problems identifying the bug:** Specimens suspected of being bed bugs should be collected into small break-resistant containers (such as a plastic pill bottle or a zipper-lock plastic bag). They may also be secured to a sheet of white paper using clear packaging tape. These containers should be packaged carefully to prevent damage/crushing of the sample, and be sent or shown to a knowledgeable expert for positive identification. We provide a form that may be downloaded and printed for this purpose: [www.hsph.harvard.edu/bedbugs/specimen.pdf](http://www.hsph.harvard.edu/bedbugs/specimen.pdf)



Fecal matter appears as black/rust colored spots on sheets and mattresses

They have a tendency to cluster/aggregate in and along mattress seams and box springs, amongst folds in sheets, and in any holes within a bed frame or near a bed (wall crevices, base boards, within carpet near the wall).

\*\*All information is taken from the Harvard School of Public Health and the University of Kentucky Department of Entomology



# LEASE SIGNING TIPS



- Print two copies of lease, one for each party's records.
- Collect both the security deposit and first month's rent before giving transferring keys/possession of the property to the tenants (in compliance with state laws). Remember to keep copies of all keys.
- Place the security deposit funds in an account consistent with state laws.
- Walk through the property with the tenant and ask the tenant to note in writing any pre-existing defects in the property, and keep your own photos of the property's move-in condition.
- Save the rental application, in case debt collection is needed. All sensitive data (such as credit reports or documents containing Social Security Numbers) must be locked in a secure, private location, and upon disposal must be destroyed by shredding, burning, or pulverizing, per Federal FACTA law.
- Keep an updated rent ledger or other method of tracking rent payments.
- Keep the contact information for a landlord-tenant attorney on file in the event an eviction is necessary.
- Coordinate the transfer of all utilities with the Tenant.
- Make sure all state-mandated inspections and disclosures (e.g. lead paint inspection/certifications) have been administered.
- Confirm that all pages of lease package have been signed/initialed by all Tenants and Co-Signers.

Notes:

---

---

---





**A BRIEF GUIDE TO  
MOLD,  
MOISTURE,  
AND  
YOUR HOME**

**This Guide provides  
information and guidance  
for homeowners and  
renters on how to clean  
up residential mold  
problems and how to  
prevent mold growth.**

*U.S. Environmental Protection Agency  
Office of Air and Radiation  
Indoor Environments Division  
1200 Pennsylvania Avenue  
Mailcode: 6609J  
Washington, DC 20460  
[www.epa.gov/iaq](http://www.epa.gov/iaq)*



# A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

<b>Contents</b>	<b>Page</b>
<b>Mold Basics</b>	
Why is mold growing in my home?	2
Can mold cause health problems?	2
How do I get rid of mold?	3
<b>Mold Cleanup</b>	
Who should do the cleanup?	4
<b>Mold Cleanup Guidelines</b>	6
<b>What to Wear When Cleaning Moldy Areas</b>	8
<b>How Do I Know When the Remediation     or Cleanup is Finished?</b>	9
<b>Moisture and Mold Prevention and Control Tips</b>	10
Actions that will help to reduce humidity	11
Actions that will help prevent condensation	12
Testing or sampling for mold	13
<b>Hidden Mold</b>	14
<b>Cleanup and Biocides</b>	15
<b>Additional Resources</b>	16



# MOLD BASICS

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

## W

### hy is mold growing in my home?

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.



*Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.*

### Can mold cause health problems?

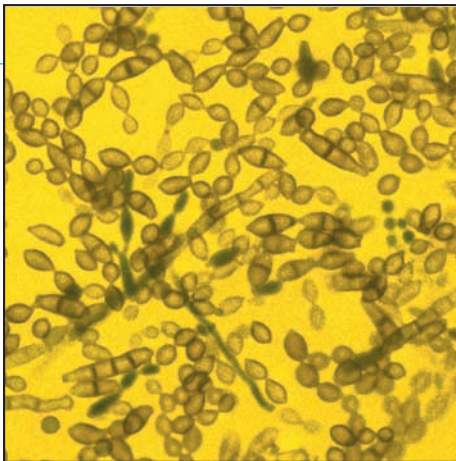
Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-

allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

**How do I get rid of mold?** It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



**Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.**

*Magnified mold spores.*

# MOLD

## CLEANUP



*Leaky window – mold is beginning to rot the wooden frame and windowsill.*

If you already have a mold problem – **ACT QUICKLY.**

Mold damages what it grows on. The longer it grows, the more damage it can cause.

**Who should do the cleanup?** Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

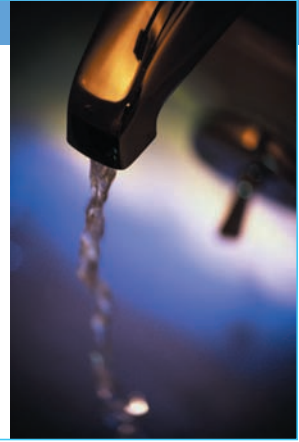
buildings, this document is applicable to other building types. It is available free by calling the EPA Indoor Air Quality Information Clearinghouse at (800) 438-4318, or on the Internet at: [www.epa.gov/mold](http://www.epa.gov/mold).

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit [www.epa.gov/iaq/pubs/airduct.html](http://www.epa.gov/iaq/pubs/airduct.html), or call (800) 438-4318 for a free copy.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

# MOLD CLEANUP GUIDELINES

## BATHROOM TIP

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



**Tips and techniques** The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.

*Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.*





*Mold growing on a piece of ceiling tile.*



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

## WHAT TO WEAR WHEN

# CLEANING MOLDY AREAS



*Mold growing on a suitcase stored in a humid basement.*

It is important  
to take  
precautions to  
**LIMIT  
YOUR  
EXPOSURE**  
to mold and  
mold spores.

- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or [osha.gov/](http://osha.gov/)).



■ **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.

■ **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



*Cleaning while wearing N-95 respirator, gloves, and goggles.*

**How do I know when the remediation or cleanup is finished?** You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.

- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
- You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
- People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.
- Ultimately, this is a judgment call; there is no easy answer. If you have concerns or questions call the EPA Indoor Air Quality Information Clearinghouse at (800) 438-4318.

# MOISTURE AND MOLD PREVENTION AND CONTROL TIPS

## MOISTURE

Control is the Key to

## Mold Control



*Mold growing on the surface of a unit ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY.** If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.

- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.



*Condensation on the inside of a windowpane.*

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

### **Actions that will help to reduce humidity:**

- 💧 Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- 💧 Use air conditioners and/or de-humidifiers when needed.
- 💧 Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

**Actions that will help prevent condensation:**

- Reduce the humidity (see preceding page).
- Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- Cover cold surfaces, such as cold water pipes, with insulation.
- Increase air temperature.

*Mold growing on a wooden headboard in a room with high humidity.*



**Renters:** Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



*Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.*

**Testing or sampling for mold** Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an

area has been adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

# HIDDEN MOLD



*Mold growing on the back side of wallpaper.*

**Suspicion of hidden mold** You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

**Investigating hidden mold problems** Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.



**Cleanup and Biocides** Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

**Please note:** Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

*Water stain on a basement wall — locate and fix the source of the water promptly.*



# ADDITIONAL RESOURCES

For more information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, you can call the EPA Indoor Air Quality Information Clearinghouse at

**(800) 438-4318.**

Or visit:

**[www.epa.gov/mold](http://www.epa.gov/mold)**



*Mold growing on fallen leaves.*

*This document is available on the Environmental Protection Agency, Indoor Environments Division website at: [www.epa.gov/mold](http://www.epa.gov/mold)*



# NOTES

## Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.



# TRASH AND RECYCLING INSTRUCTIONS

Landlord: George Clark & Cindy MacKay  
Tenant: Oronde Cruger, Katherine Buxton, Terry Wolfe  
Leased Premises: 131 Emery St, 2nd floor, Portland, ME 04102

For the duration of your occupancy, please comply with the following trash and recycling instructions.

Bins/Cans/Recycling Containers are located:

The following items must be recycled: . Make sure that recyclables are placed in the appropriate containers.

Trash collection days are as follows: . On collections days, trash shall be taken to .

Please make sure that food and garbage is tied and placed tightly in containers. Do not leave plastic trash bags outside of any bins or cans.

Tenant is required to adhere to all local trash and recycling regulations and will be responsible for any fees or fines related to improper trash or recycling disposal.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_