

MONTH-TO-MONTH RENTAL AGREEMENT

THIS MONTH-TO-MONTH RENTAL AGREEMENT ("Agreement") is entered into between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and KOBY P. WENDT, an individual ("TENANT"), to be effective as of **April 1, 2007** (the "Effective Date"), when executed by the parties and approved by the San Diego City Attorney, as follows:

1. Residence. Subject to the terms and conditions of this Agreement, CITY rents to TENANT and TENANT rents from CITY the residence ("Residence") located at:

**17405 BANDY CANYON ROAD
ESCONDIDO, CALIFORNIA 92025**

2. Rent. The monthly rent shall be Four Hundred Twenty-Five Dollars (\$425) due and payable in advance on the first (1st) day of each month, commencing on **May 1, 2007**. The rental amount reflects the fair market value of the Residence at the time of the execution of this Agreement. CITY may periodically review the amount of rent payable under this Agreement and may adjust the rent, in its sole discretion, after 30 days prior written notice to TENANT. The rent for the first and last months shall be prorated as necessary. Checks should be made payable to "City Treasurer" and mailed to:

Office of the City Treasurer
City of San Diego
P. O. Box 122289
San Diego, California, 92112-4165

or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, California. The rent for the first and last months of the Agreement shall be prorated as necessary. As necessary, CITY may review the amount of rent payable under this Agreement and adjust the rent accordingly with a minimum of thirty (30) days prior written notice.

3. Late Charges. If TENANT fails to pay rent within five (5) days past due, then TENANT shall pay CITY, in addition to the delinquent rent, a sum of money equal to five percent (5%) of the delinquent rent. However, if TENANT fails to pay rent within fifteen (15) days past due, then TENANT shall pay CITY a sum of money equal to ten percent (10%) of the delinquent rent. It is the intent of this provision to compensate CITY for losses resulting from rental delinquency, including costs to CITY for servicing the delinquent account. CITY may terminate this Agreement if TENANT fails to pay rent within seven (7) days past due.
4. Security Deposit. On or before the Effective Date, TENANT shall deliver to CITY a security deposit in the amount of Two Hundred Dollars (\$200) as security for the performance of TENANT'S obligations under this Agreement. CITY shall not be liable to TENANT for any interest thereon. Any interest earned from such deposit or redeposit shall not become part of

the security deposit, but shall be and remain the property of CITY. All or any portion of the security deposit shall be available unconditionally to CITY to cure, in whole or in part, any breach or default of this Agreement by TENANT, or for expenses incurred by CITY as a result of TENANT'S breach or default of this Agreement. TENANT shall maintain the security deposit throughout the Term. Notwithstanding any other provision of this Agreement, if TENANT fails or refuses to deposit or maintain a security deposit as required by this Agreement, CITY may terminate this Agreement immediately upon such breach. Upon such termination, TENANT shall immediately cease its use of the Residence and commence and diligently pursue the removal of TENANT'S property from the Residence.

- 4.1 Utilization. If CITY utilizes all or any portion of the security deposit, then upon 10 days prior written notice, TENANT shall reimburse the security deposit to the full required amount.
- 4.2 Increase. Upon thirty (30) days prior written notice by CITY, TENANT shall deliver to CITY additional funds as CITY may, in its sole determination, require to adequately secure TENANT'S obligations under this Agreement.
- 4.3 Return. Provided TENANT is not in breach or default of this Agreement, CITY shall return the security deposit, or any balance thereof, to TENANT within sixty (60) days after the expiration or termination of this Agreement.
5. Term. The term of this Agreement ("Term") shall be month-to-month.
6. Termination. Except as prohibited by law, this Agreement may be terminated by TENANT after service upon CITY of a written, 30-day notice of termination of tenancy. Except as prohibited by law, if TENANT has been in possession of the unit for less than one year, this Agreement may be terminated by CITY by service upon TENANT of a written, 30-day notice of termination of tenancy; however, if TENANT has been in possession of the unit for one year or longer, this Agreement may be terminated by CITY by service upon TENANT of a written, 60-day notice of termination of tenancy. Any holding over thereafter shall result in TENANT'S being liable to CITY for daily rental damages equal to the current monthly fair rental value of the unit, divided by 30 (i.e., such proration shall be based on a 30-day month).
7. Use of Residence. The Residence shall be used and occupied by TENANT and the occupants, named below, exclusively as a private residence. No part of the Residence shall be used at any time during the Term for the operation of any business, profession or trade, or for any purpose other than as a private residence.

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8. Occupants. The Residence shall be occupied and used by the following named person(s):

Koby Wendt 11-17-84 Marco Preciado 7-27-82
Print Name Birthdate Print Name Birthdate

Print Name Birthdate Print Name Birthdate

Print Name Birthdate Print Name Birthdate

Print Name Birthdate Print Name Birthdate

9. Pets. Pets are allowed on the Residence with prior authorization from the CITY.

10. Notices. Any notice required or permitted by this Agreement or by state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, and addressed as set forth below. Either party may change its address by notifying the other party of the change. Notice shall be deemed given 48 hours from the time of mailing if mailed as provided in this paragraph.

Notices shall be sent as follows:

If to CITY: THE CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CA 92101

If to TENANT: KOBY P. WENDT
17405 BANDY CANYON ROAD
ESCONDIDO, CALIFORNIA 92025

11. Surrender. No act or conduct by CITY, including without limitation the acceptance of keys to the Residence, shall constitute an acceptance of TENANT'S surrender of the Residence before the expiration or earlier termination of this Agreement.
12. Prohibitions. Without CITY'S prior written consent as an addendum to this Agreement, no water beds or liquid-filled furniture or heating stove or fireplace shall be installed in or about the Residence.
13. Compliance with Laws. TENANT shall not violate any criminal or civil law, ordinance or statute in the use, occupancy or maintenance of the Residence, commit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. TENANT shall comply with all applicable laws and regulations in the cleanliness, use, occupancy and maintenance of the Residence.

14. Quiet Enjoyment. TENANT, upon payment of all the sums referred to in this Agreement as being payable by TENANT, and TENANT'S performance of all its other obligations under this Agreement, and TENANT'S observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy the Residence during the Term of this Agreement.
15. Repairs and Alterations. TENANT shall be responsible for all interior and exterior maintenance of the Residence, at TENANT'S sole cost. TENANT shall maintain the septic system, if applicable, and water system servicing the Residence. All repairs shall be made to the satisfaction of CITY. CITY shall be responsible for any major capital improvements deemed necessary by CITY, such as, and for example only, structural building component alterations, septic system replacement or full roof replacement. Except as provided by law, TENANT shall notify CITY in writing of major repairs or alterations contemplated. TENANT shall protect, defend, indemnify and hold CITY harmless from and against any mechanic's lien recordation or legal action affecting title to the Residence and caused by TENANT. TENANT shall pay all costs associated with any approved modifications to the Residence.
16. Acceptance of Residence. TENANT has inspected the Residence and accepts the Residence in "as is" condition. CITY and TENANT acknowledge that there is deferred maintenance to the Residence.
17. Care, Cleaning, and Maintenance. TENANT shall maintain and preserve the Residence in a decent, safe, healthy, and sanitary condition to CITY'S satisfaction, and upon lease termination shall leave the Residence in good condition, subject to normal wear and tear. TENANT shall be responsible for interior building surfaces, minor plumbing and electrical repairs, including without limitation leaking faucets, septic pumping, and interior or exterior lighting fixture repair or replacement. CITY shall be responsible for roofs, gutters and downspouts, exterior building surfaces and structural building components, major plumbing and electrical repairs and replacements, septic repair or replacement, water wells and lines servicing the Residence. Except as prohibited by law, TENANT shall keep the Residence and fixtures in good repair and condition. Upon move-out, TENANT shall leave the Residence clean and removed of all personal belongings, including all TENANT-owned appliances. TENANT shall be responsible for the upkeep of the yard, including maintaining a proper fire break around the Residence structure. TENANT shall pay CITY all costs to repair, replace or rebuild any portion of the Residence damaged by TENANT or TENANT'S guests or invitees, normal wear and tear excepted.
18. Insurance. CITY does not provide insurance coverage for loss or damage to TENANT'S personal property or public liability for the Residence. TENANT shall obtain "Renter's Insurance" covering loss of personal property as a result of fire, theft, or vandalism, and shall obtain public liability coverage in the minimum amount of \$300,000 per occurrence.
- 18.1 Conditions. All insurance policies shall, by separate endorsement, name CITY, its elected officials, officers, agents and employees as additional insureds,

protect CITY against any legal costs in defending claims, and shall not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies shall be in effect on or before the Effective Date. A copy of the insurance policy shall remain on file with CITY during the Term of this Agreement. At least thirty (30) days prior to the expiration of each policy, TENANT shall furnish to CITY a certificate showing that a new or extended policy has been obtained which meets the terms of this Agreement.

18.2 Modification. CITY, at its discretion, may require additional insurance coverage at any time during the Term by giving TENANT sixty (60) days prior written notice. Such requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Residence. TENANT shall obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

18.3 Accident Reports. TENANT shall report to CITY any accident causing property damage or any serious injury to persons on the Residence. The report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.

19. Utilities. TENANT shall arrange and pay for all utility services required on the Residence, except as of the Effective Date CITY is not charging TENANT for use of well water to the Residence. CITY may, at its sole option, start charging TENANT for future use of well water, based on CITY'S then-standard well water fees, by serving TENANT with two (2)-years prior written notice.

20. Waiver of Breach. The waiver by either party of any breach of this Agreement shall not be construed to be a continuing waiver of any subsequent breach. CITY'S acceptance of rent with knowledge of any uncured breach of this Agreement by TENANT shall not be deemed a waiver of such breach. No waiver by either party shall be valid unless expressed in writing and signed by the waiving party.

21. Indemnification, Joint & Several Liability. TENANT and, if TENANT is comprised of more than one person, each such person, jointly and severally, whether or not in actual possession of the Residence, shall be liable for each and every obligation of TENANT under this Agreement, and shall protect, defend, indemnify, and hold CITY harmless from and against any claim or liability related to this Agreement and TENANT'S occupancy, use and maintenance of the Residence, and/or resulting from the acts or omissions of any guest or invitee of TENANT on or about the Residence. This provision shall not be construed as a waiver of CITY'S duty of care to prevent personal injury or property damage where that duty is imposed by law.

22. Entry and Inspection. CITY may, as allowed by California law, enter the Residence to inspect and repair the Residence, to make additions or alterations to the Residence as CITY deems appropriate to preserve the Residence, and to remove improvements that do not conform to this Agreement. CITY shall provide written notice to TENANT

prior to entering the Residence whenever required by law (California Civil Code Section 1954). TENANT'S non-compliance with CITY'S lawful request for entry shall be a default of this Agreement and cause for immediate termination as provided herein and by law. CITY may exhibit the Residence and display "for sale," "for rent" or "vacancy" signs on the Residence immediately upon any notice of termination or within forty-five (45) days prior to expiration of this Agreement.

23. Abandonment. If at any time during the Term TENANT abandons the Residence or any part thereof, CITY may, at CITY'S option, obtain possession of the Residence in the manner provided by law and without becoming liable to TENANT for damages or for any payment of any kind whatsoever. CITY may then, at CITY'S discretion, and as agent for TENANT, re-let the Residence, or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such re-letting, and, at CITY'S option, hold TENANT liable for any difference between the rent receivable under this Agreement and the net realized rent received by CITY from such re-letting. If CITY'S right of re-entry is exercised following TENANT'S abandonment of the Residence, then any personal property belonging to TENANT and left on the Residence shall be deemed also to have been abandoned, in which case CITY may dispose of all such personal property in any manner CITY shall deem proper, and TENANT hereby waives any right or claim against CITY therefor.
24. Subletting and Assignment. TENANT shall not sublet any portion of the Residence. TENANT shall not assign this Agreement or any right or obligation under this Agreement. Any such attempted subletting or assignment shall be a default of this Agreement, and CITY may immediately terminate this Agreement as provided herein and by law.
25. Default. Except for the payment of rent, if TENANT fails to timely perform any of its obligations under this Agreement, including without limitation failure to comply with CITY'S then-current rules and regulations for the Residence, or fails to comply with any duties imposed on TENANT by statute, then within seven (7) days after delivery of written notice by CITY specifying such breach or non-compliance and indicating the intention of CITY to terminate this Agreement by reason thereof, CITY may terminate this Agreement. If TENANT fails to pay rent when due and the breach continues for seven (7) days thereafter, TENANT shall be in default and CITY may declare the entire balance of rent payable hereunder to be immediately due and payable and may enforce any and all rights and remedies available to CITY at law or in equity, including without limitation immediately terminating this Agreement.
26. Sale of Property. In the event of the sale of the property of which the Residence is a part, if CITY presents to TENANT a "Tenant's Certification of Terms – Estoppel Certification" or other similar estoppel certification form, TENANT shall execute and deliver the certificate within ten (10) days after such written notice acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified with the consent of CITY, and stating the modifications. TENANT'S failure to timely execute and deliver such certification shall be deemed to be TENANT'S acknowledgment that the certificate as submitted by CITY is true and

correct and may be relied upon by any lender or purchaser.

27. Smoke Detection Device. The Residence is equipped with one or more functioning smoke detection devices, and TENANT shall be responsible for testing each such device weekly, and immediately reporting any problems or need for repairs to CITY. If battery operated, TENANT shall change each detector's battery as necessary. CITY may enter the Residence to check and maintain the smoke detection device(s), as provided by law.
28. Hazardous Materials. TENANT shall not keep on the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company. **TENANT shall not dump motor oil, paint or other hazardous material on or about the Residence.**
29. Criminal Notice. The California Department of Justice, sheriff departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
30. Governing Law. This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of California.
31. Venue. At the option of either party, the venue of any action involving this Agreement may be in or changed to the County of San Diego. Personal services either within or without the State of California shall be sufficient to give personal jurisdiction to any Court in which an action is filed for litigation of rights under this Agreement.
32. Taxes. TENANT shall pay, before delinquency, all taxes, assessments, and fees levied upon TENANT or the Residence, including the land and buildings, levied by reason of TENANT'S occupancy, use and maintenance of the Residence. TENANT acknowledges that this Agreement may create a possessory interest subject to taxation, and that TENANT may be subject to the payment of taxes levied on such interest. TENANT shall pay all such possessory interest taxes. TENANT'S payment of such taxes, fees, and assessments shall not reduce any obligation of TENANT under this Agreement.
33. Addendum. By signing this Agreement, TENANT acknowledges receipt of a LEAD PAINT DISCLOSURE ADDENDUM, which is attached hereto and incorporated as part of this Agreement.

34. Asbestos Disclosure. CITY discloses to TENANT that some parts of the structural components of the Residence may contain asbestos. TENANT acknowledges having received notice from CITY of the presence of such asbestos in accordance with Health and Safety Code Section 25915. TENANT shall disclose the existence of asbestos on the Residence as required by Health and Safety Code Section 25915. TENANT shall protect, defend, indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the Residence.
35. Attorney Fees. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees and costs.

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36. Entire Agreement. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and shall not be modified except in writing and signed by all parties. The CITY has not made any representations or promises other than those set forth herein. If any part of this Agreement is found to be legally unenforceable, the remainder of this Agreement shall remain in full force and effect. The descriptive headings used in this Agreement are for reference only and shall not affect the parties' rights or obligations.

THIS IS A BINDING LEGAL DOCUMENT. IF ANY PROVISION IS NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

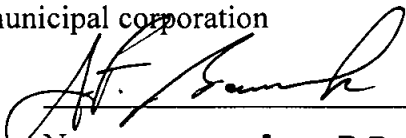
IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Date: 4-5-07


KOBY P. WENDT, an individual

Date: 4/16/07

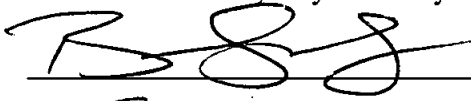
THE CITY OF SAN DIEGO,
A municipal corporation

BY: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

APPROVED AS TO FORM AND LEGALITY:

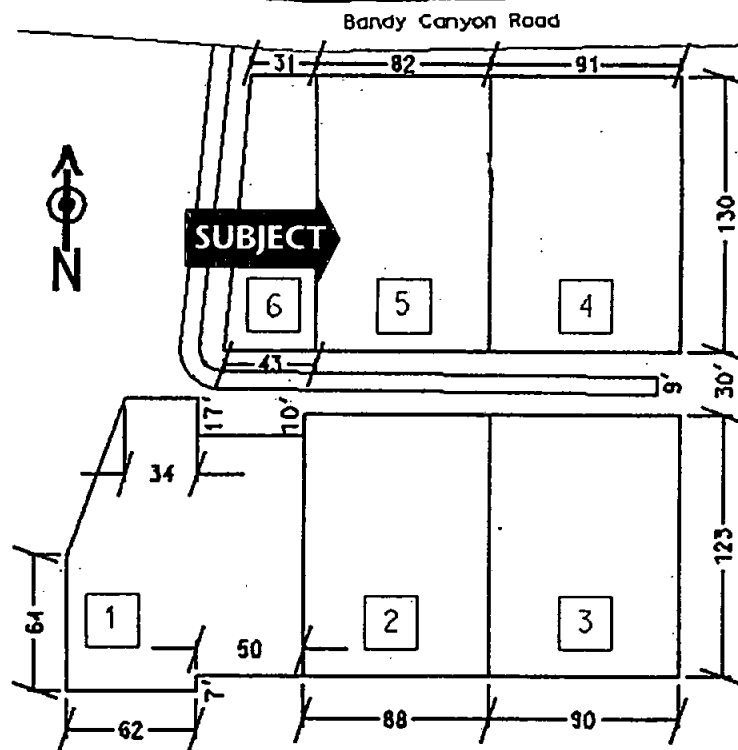
Date: 4/17/07

MICHAEL J. AGUIRRE, City Attorney

BY: 
Name: BRICK LUDWIG
Title: CHIEF DEPUTY CITY ATTORNEY

LEAD PAINT DISCLOSURE ADDENDUM

Lease Properties



No.	Address	Lot
1	17425	0.30 AC
2	17427	0.24 AC
3	17429	0.25 AC
4	17407	0.27 AC
5	17405	0.24 AC
6	(old historical house)	0.11 AC

* Property lines, distances and areas are approximate and have not been surveyed.

Nutley Lease Properties
City of San Diego
Water Department

EXHIBIT A

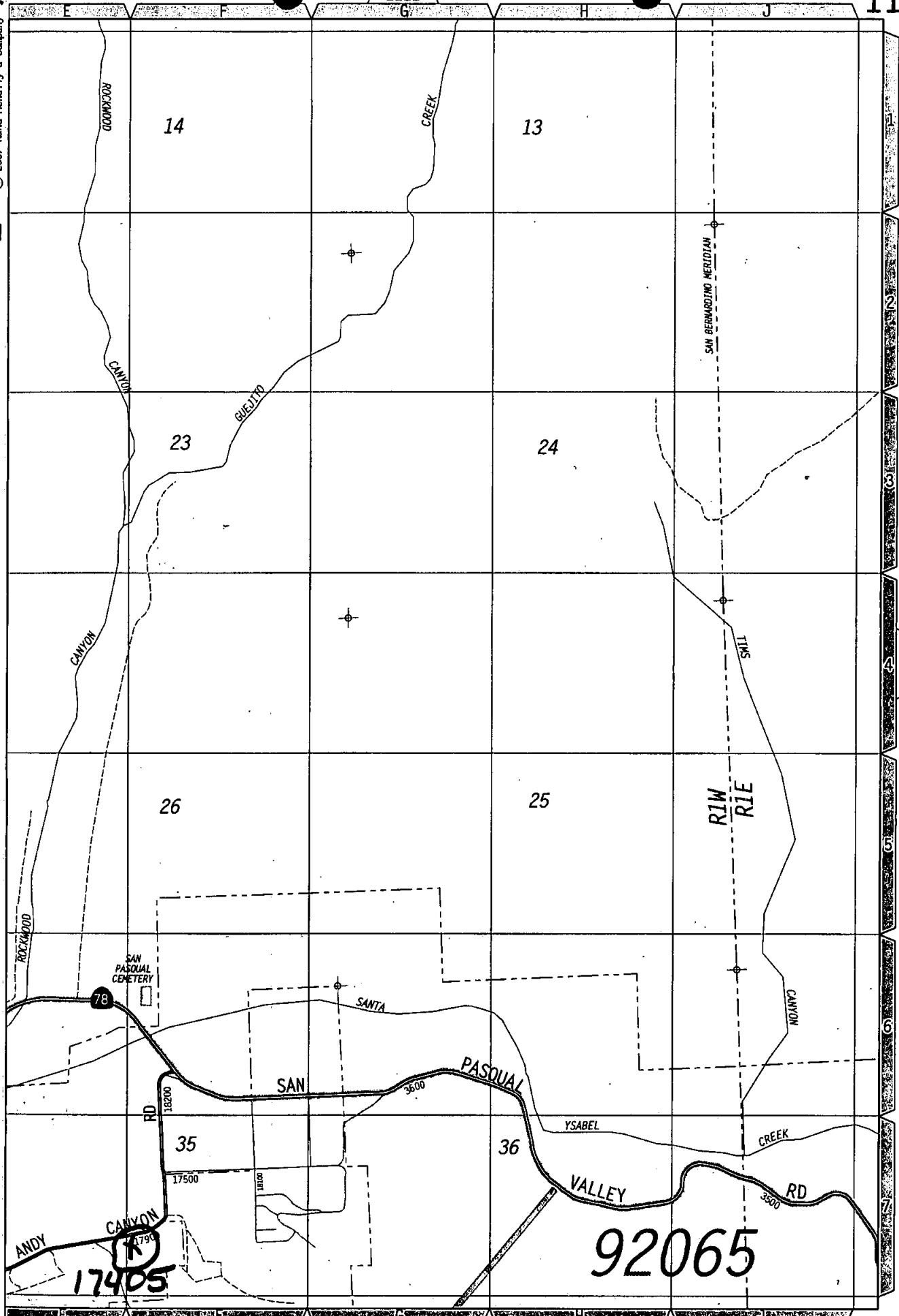


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SEE 1111 MAP

1131-1134

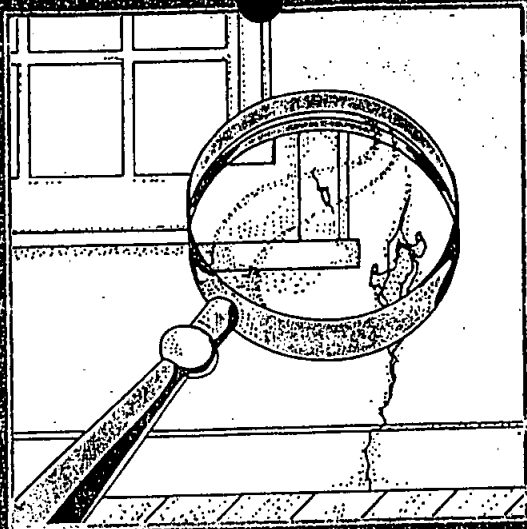
SAN DIEGO CO.



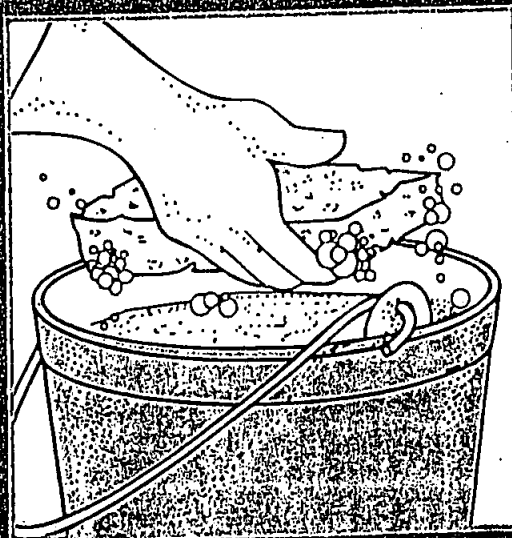
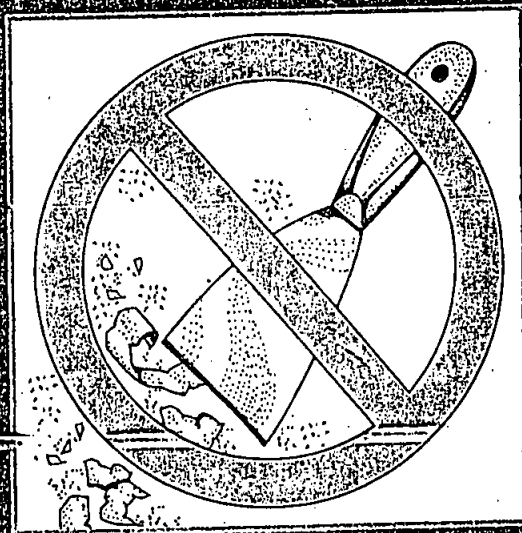
SEE 409 MAP

SEE 1151 MAP

0 .125 .25 .375 .5 miles 1 in. = 1900 ft.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

**If you think your home has high
levels of lead:**

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



Recycled/Recyclable

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

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

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



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

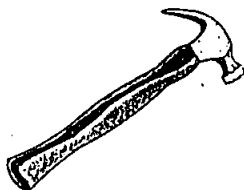
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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



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



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

IMPORTANT!

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

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

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

Lead Gets in the Body in Many Ways

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

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

People can get lead in their body if they:

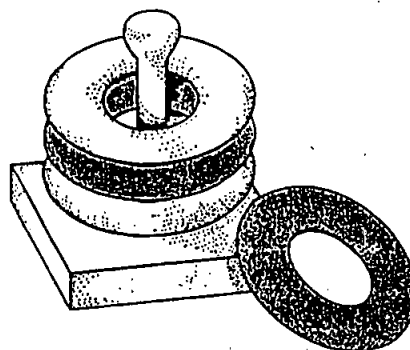
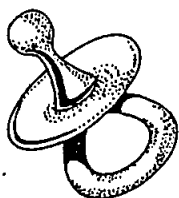
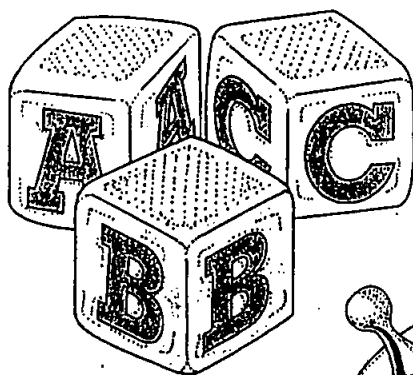
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

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



Lead's Effects

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

In children, lead can cause:

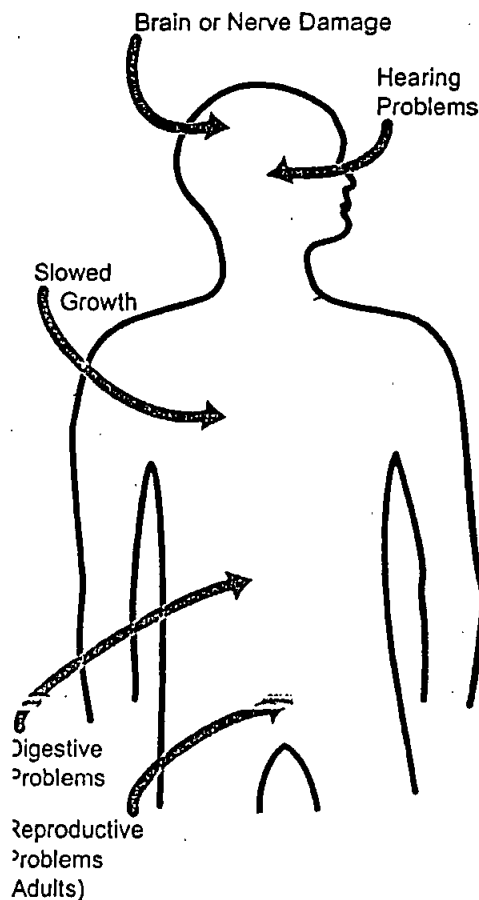
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

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



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Identifying Lead Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

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

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

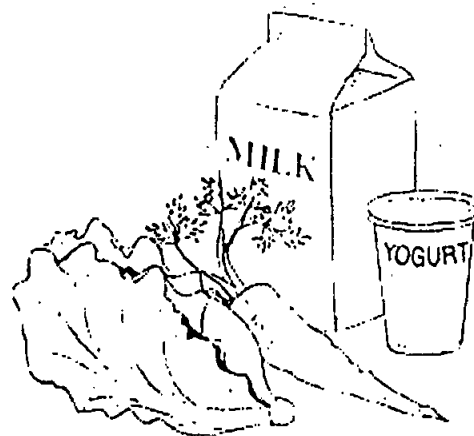
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

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

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



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

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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

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

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

Remodeling or Renovating a Home With Lead-Based Paint

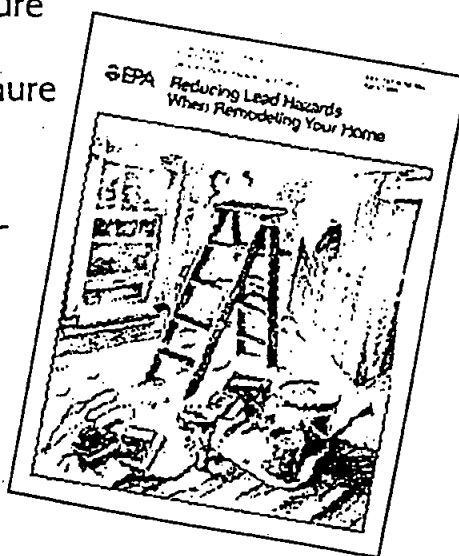
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

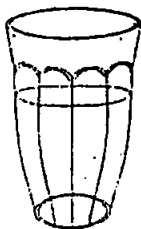
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



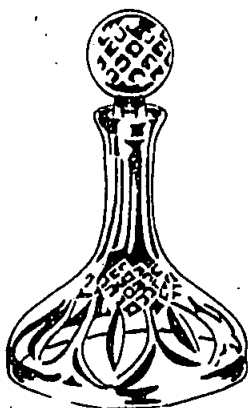
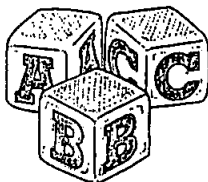
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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



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

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

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

◆ **Old painted toys and furniture.**

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

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

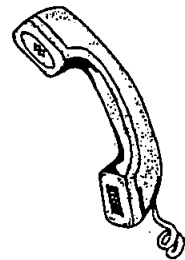
◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

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

For More Information

The National Lead Information Center

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

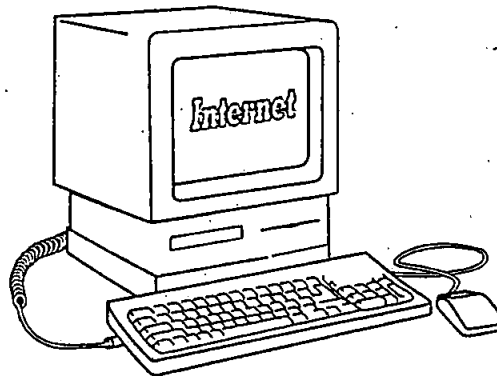


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

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

EPA Regional Offices

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

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

CPSC Regional Offices

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

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

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

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

HUD Lead Office

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

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

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

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