

ORIGINAL

RENTAL AGREEMENT
(Month-to-Month)

THIS AGREEMENT is made and entered into between the City of San Diego (CITY) and Frank Konyn (TENANT) and shall become effective August 1, 2013.

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL UNIT AND PROPERTY. Subject to the terms and conditions of this agreement, CITY rents to TENANT and TENANT rents from CITY the Premises consisting of a single family dwelling and garage on an approximate 5,000 square foot lot located at:

17407 Bandy Canyon Road
Escondido, CA 92025
2. TERM. The term begins on August 1st 2013 and continues as a month-to-month tenancy.
3. RENT. Rent is due in advance on the first day of each and every month, at \$325.00 per month, beginning on August 1, 2013. Checks should be made payable to the City Treasurer and mailed to the 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 will be prorated as necessary. The CITY may review the amount of rent paid and adjust rent accordingly with a minimum of 30 days written notice.
4. RENT CREDIT. Commencement of rent payments to CITY may be delayed thirty-six (36) months until August 1, 2016, provided that TENANT completes Repair and Maintenance Tasks fully described in Exhibit A no later than October 15, 2013. The value of the work described in Exhibit A represents the economic equivalent of the rental rate for 36 months. All Repair and Maintenance Tasks shall be completed to the satisfaction of the CITY by licensed trades people where required. All Repair and Maintenance Tasks performed by TENANT shall comply with all applicable laws and regulations including the San Diego Municipal Code and the State Building and Housing Codes as adopted. All necessary permits shall be obtained prior to commencing work. TENANT shall hold CITY harmless and indemnify CITY as to any mechanics lien recordation or proceeding caused by TENANT. Tenant bears sole responsibility for all costs related to the Repair and Maintenance Tasks listed in Exhibit A. Although TENANT acknowledges via this Section that there are repairs to be done to the residence, TENANT also acknowledges that the Residence is safe, decent and sanitary, and is habitable and suitable for TENANT's occupancy.

5. FAILURE TO COMPLETE REPAIR AND MAINTENANCE. If TENANT fails to complete Repair and Maintenance Tasks described in Exhibit A on or before October 15, 2013, all past due rent shall immediately become due and payable to CITY.
6. DELINQUENT PAYMENTS. If TENANT fails to make any payment under this Agreement when due, TENANT shall pay to CITY, in addition to the unpaid amount, five percent (5%) of the unpaid amount, which shall be additional rent. If any amount of such payment remains unpaid after fifteen (15) days past due, TENANT shall pay to CITY an additional five percent (5%) of the unpaid amount [being a total of ten percent (10%)], which shall be additional rent. After thirty (30) days past due, unpaid amounts due CITY under this Permit may be referred to the San Diego City Treasurer for collection, and shall be subject to San Diego Municipal Code section 22.1707, as may be amended from time to time. TENANT shall pay to CITY any collection-referral fee and all other fees and charges plus interest as may then be charged by the City Treasurer under authority of the San Diego Municipal Code. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of TENANT's breach or default with respect to the late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity. As required by law, TENANT is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due CITY are not paid when due.
7. SECURITY DEPOSIT. None.
8. USE OF PREMISES. The Premises shall be used by TENANT to provide housing for his employees, no part of the premises shall be used at any time during the term of this Agreement for the operation of any business, profession or trade, or for any purpose other than as a private residence.
9. PETS. Pets are allowed on the Premises.
10. NOTICE. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph.

Notices shall be sent as follows:

If to CITY: City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101

If to TENANT:
Frank Konyn, Konyn Dairy, Inc.
15777 Old Milky Way
Escondido, CA 92025

No act or conduct of CITY, including without limitation, the acceptance of keys to the premises, shall constitute an acceptance of the surrender of the Premises by TENANT before the expiration of the term of this agreement. TENANT must give prior written notice to CITY, as described in Paragraph 10, Termination, below.

11. TERMINATION. Except as prohibited by law, this Agreement may be terminated by TENANT after service upon the 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 the CITY by service upon the TENANT of a written 30-day notice of termination of tenancy; if the TENANT has been in possession of the unit for one year or longer, this Agreement may be terminated by the CITY by service upon the TENANT of a written 60-day notice of termination of tenancy. Any holding over after termination of the tenancy by CITY shall result in TENANT being liable to CITY for "rental damages" equal to the fair rental value of the unit and any and all other remedies allowable by law or awarded by court of law.
12. PROHIBITIONS. Without CITY's prior written permission as an addendum to this Agreement, no water beds or liquid-filled furniture, heating stove or fireplace, shall installed in or about the Premises.
13. COMPLIANCE WITH ALL LAWS. TENANT and his employees residing on the Premises shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the Premises, commit waste or nuisance, annoy, molest or interfere with any other neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. TENANT and his employees residing on the Premises shall comply with all applicable laws and regulations in the cleanliness, use, occupancy, and preservation of the Premises.
14. QUIET ENJOYMENT. TENANT, upon performance of all obligations/duties contained in this Agreement, including repair and maintenance tasks listed in Exhibit A, payment of all the sums referred to in this Agreement as being payable by TENANT, and observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term of this Agreement.
15. MAINTENANCE REPAIRS AND ALTERATIONS. In addition to the repair and maintenance tasks listed in Exhibit A, TENANT shall be responsible for all interior and exterior maintenance of the Premises at TENANT's sole cost. TENANT shall be responsible for any septic pumping or maintenance of the septic system and for maintenance of the water system, including the well pump and all other well parts and appurtenances, servicing the Premises. All work must performed to the satisfaction of

the CITY by licensed trades people where required. All work must comply with all applicable San Diego Municipal Code requirements. The CITY shall be responsible for all major capital improvements such as slab, wall, window and door, septic system and full roof replacement. Except as provided by law, TENANT shall notify, and obtain written approval from CITY for all major repairs or alterations contemplated. TENANT shall hold CITY harmless and indemnify CITY as to any mechanics lien recordation or proceeding caused by TENANT. TENANT agrees to pay all costs associated with any approved modifications of the Premises.

16. ACCEPTANCE OF PREMISES. TENANT has inspected the Premises and is accepting the Premises in "as is" condition. The CITY and TENANT are aware of deferred maintenance to the Premises.
17. CARE, CLEANING, AND MAINTENANCE. TENANT agrees to maintain the structure and surrounding property in a neat, clean orderly manner and upon lease termination to leave the Premises in good condition, subject to normal wear and tear. TENANT shall keep the Premises and fixtures in good order and condition. Upon move-out, TENANT agrees to leave the Premises clean, removed of all personal belongings, including all appliances owned by TENANT. TENANT is responsible for the upkeep of the yard, including maintaining a proper fire break around the structure. TENANT shall pay CITY for costs to repair, replace or rebuild any portion of the Premises damaged by the TENANT, TENANT's guests or invitees, above and beyond normal wear and tear.
18. INSURANCE. TENANT is required to provide Public liability coverage in the minimum amount of \$300,000 per occurrence.
 - a. Conditions. All insurance policies shall, by separate endorsement, name CITY, its elected officials, officers, agents and employees as additional insured, protect CITY against any legal costs in defending claims, and not terminate without thirty (30) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be required to be in effect on or before the first day of the Agreement. A copy of the insurance policy will remain on file with CITY during the entire term of the Agreement. At least thirty (30) days prior to the expiration of each policy, TENANT shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this Agreement.
 - b. Modification. CITY, at its discretion, may require additional insurance coverage at any time during the term of TENANT's tenancy by giving TENANT sixty (60) days prior written notice. CITY's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. TENANT also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

- c. **Accident Reports.** TENANT shall report to CITY any accident causing more than five hundred dollars (\$500.00) worth of property damage or any serious injury to persons on the Premises. This report shall contain the names and address of the parties involved a statement of the circumstances, the date and hour, the names, and addresses or any witnesses and other pertinent information.
19. **UTILITIES.** TENANT shall be responsible for the installation and payment of all utility services required on the Premises except, until notified otherwise, the CITY is not charging TENANT for use of well water to the Premises. However, the CITY may, at its sole option, begin charging TENANT for use of well water, based on CITY's standard water fees for well water, by serving TENANT with a prior thirty (30) day written notice.
20. **WAIVER OF BREACH.** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by CITY of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
21. **JOINT AND SEVERAL LIABILITY.** The undersigned TENANT, whether or not in actual possession of the Premises, is jointly and severally liable for all obligations under this Agreement, and shall indemnify the CITY for liability arising prior to the termination of this Agreement for personal injuries or property damage caused or permitted by TENANT, and TENANT's guests and invitees.
22. **ENTRY AND INSPECTION.** CITY may enter the Premises for the purpose of inspecting the Premises and making any repairs, additions or alterations as may be deemed appropriate by CITY for preservation of the Premises, or to remove improvements that do not conform to this Agreement. CITY will provide written notice to the TENANT prior to the entry of the dwelling unit whenever required by state law. TENANT's non-compliance with CITY's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law. CITY also has the right to exhibit the Premises and display the usual "for sale," "for rent" or "vacancy" signs on the Premises at any time within thirty (30) days before the expiration of this Rental Agreement.
23. **ABANDONMENT.** If at any time during the term of this Agreement, TENANT abandons the Premises or any part thereof, CITY may, at CITY's option, obtain possession of the Premises in the manner provided by law and without becoming liable to TENANT for damages or for any payment of any kind whatsoever. If CITY's right of re-entry is exercised following abandonment of the Premises by TENANT, then CITY shall consider any personal property belonging to TENANT and left on the Premises to also have been abandoned, in which case CITY may dispose of all

such personal property, subject to current law, and CITY is hereby relieved of all liability for doing so.

24. ASSIGNMENT. This Agreement shall not be assigned. Any attempted assignment by TENANT shall, at the election of CITY, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. This section does not prohibit TENANT from permitting his employees to occupy the Premises for residential purposes. TENANT shall provide identification of all sub-lessors to CITY prior to sub-lessor's occupancy of the premises.
25. SALE OF PROPERTY. In the event of the sale of the Premises, if CITY presents to TENANT a "Tenant's Certification of Terms – Estoppel Certification" or other similar Estoppel Certification form, TENANT agrees to execute and deliver the certificate 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, within ten (10) days of written notice. Failure to comply shall be deemed TENANT's acknowledgment that the certificate as submitted by CITY is true and correct and may be relied upon by any lender or purchaser.
26. SMOKE DETECTION DEVICE. The Premises are equipped with a functioning smoke detection device(s), and TENANT shall be responsible for all necessary maintenance and repair need to keep the devices in proper working order. CITY shall have a right to enter the Premises to check the functionality of the smoke detection device(s).
27. HAZARDOUS MATERIALS. TENANT shall not keep on the premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises 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 the Premises.
28. CRIMINAL NOTICE. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
29. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of California.
30. VENUE. The legal venue for any action involving this Agreement shall be 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.

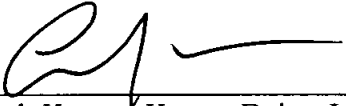
31. POSSESSORY INTEREST TAX. TENANT agrees to pay, before delinquency, all taxes, assessments, and fees levied upon TENANT or the Premises, including the land and buildings, levied by reason of TENANT's activities related to the Premises. TENANT recognizes and agrees that this Agreement may create a possessory interest subject to taxation, and that TENANT may be subject to the payment of taxes levied on such interest, and that TENANT shall pay all such possessory interest taxes before they are delinquent. TENANT further agrees that payment of such taxes, fees, and assessments will not reduce any obligation of TENANT under this Agreement.
32. LEAD PAINT DISCLOSURE. By signing this Agreement, TENANT acknowledges receipt of a Lead Paint Disclosure, which is attached hereto as Exhibit B, and is incorporated as part of this Agreement.
33. ASBESTOS DISCLOSURE. CITY discloses to TENANT that portions of the structural components of the Premises 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 Premises, as required by Health and Safety Code Section 25915. TENANT agrees to indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the Premises.
34. ENTIRE AGREEMENT. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot 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 enforceable. The descriptive headings used in this Agreement are for the convenience of reference only and they are not intended to have any affect whatsoever in determining the rights of obligations of the CITY and TENANT. The pronouns used herein shall, as appropriate, include either or both genders, singular or plural.
35. LEGAL PROCEEDINGS. If, as a result of an action brought by or against TENANT in connection with this agreement, CITY intervenes therein, becomes a party, or is made a party thereto, TENANT shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.

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

TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS AGREEMENT executed by CITY, acting by and through its Mayor, and by TENANT as of the dates indicated below.

TENANT

By

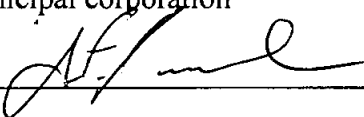

Frank Konyon, Konyon Dairy, Inc.

Date

8/4/13

THE CITY OF SAN DIEGO, a California
municipal corporation

By



Date

8/19/13

APPROVED AS TO FORM AND LEGALITY:

JAN I. GOLDSMITH, City Attorney

By

 ROBERT VACCHI
Deputy City Attorney

Date:

8/20/13

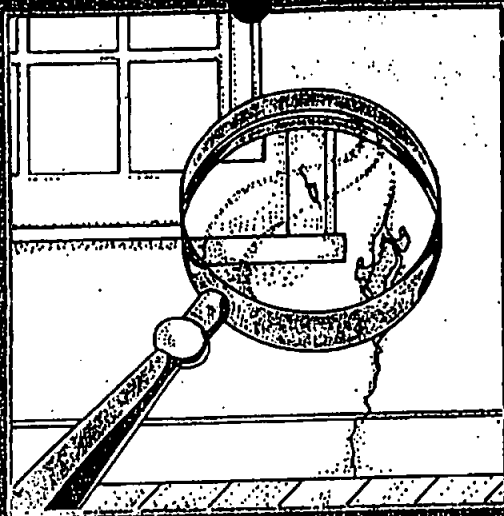
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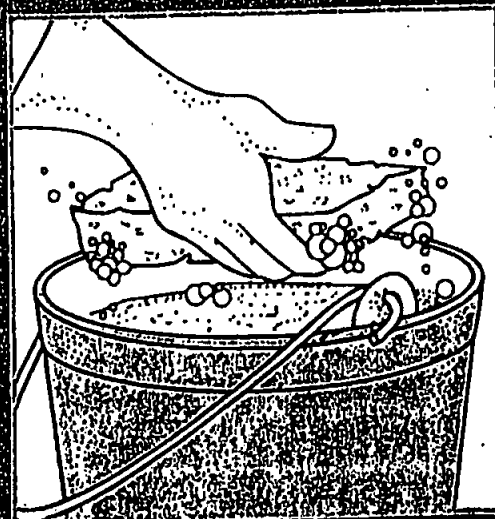
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Exhibit A – Repair and Maintenance Tasks
(To be completed by 09/30/13 pursuant to Section 4.)

Inside Repairs (non-electrical)	Material	Labor	City Credit
Bathroom			
Replace vent fan cover, towel bars, toilet paper roller, tile shower dam, and grab bars. Raise shower head	75	100	175
Kitchen			
Replace door to kitchen 30" x 78"	100	150	250
Replace kitchen counter top, double sink, fixtures and window	430	500	930
Bedroom Off Kitchen			
Retrofit window with replacement already on-site (sitting on ground)		100	100
Second Bedroom			
Install door to add on room	150	150	300
Floor Coverings - (to be subcontracted)			
Install new 70' x 12' floor covering including preparation, installation with baseboard and paint	3000		3000
Inside Electrical Repairs – (to be subcontracted)			
Reattach ceiling fan in bedroom off kitchen	100		100
Reattach ceiling fan and 3 receptacle plates in living room alcove	125		125
Install light and switch in 2 nd bedroom	250		250
Outside Repairs			
Replace 142 lineal feet of fascia (1 x 6 at \$1/ft.) and repair rafter tails	150	1000	1150
Replace attic gable end vents and add another vent over the 2 nd bedroom	75	150	225
Replace roof over water heater cabinet	25	50	75
Trim out 2 nd bedroom retrofit windows	50	75	125
Re-grade backyard, Install stack wall retaining blocks (48' x 18' 100 blocks at \$3.57)	357	143	500
Paint outside of house, (to be subcontracted)	3500		3500
Paint garage, (to be subcontract)	1000		1000
Total			11805



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

EXHIBIT
B

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.

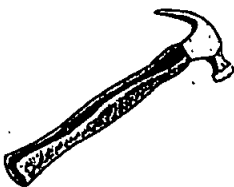
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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:

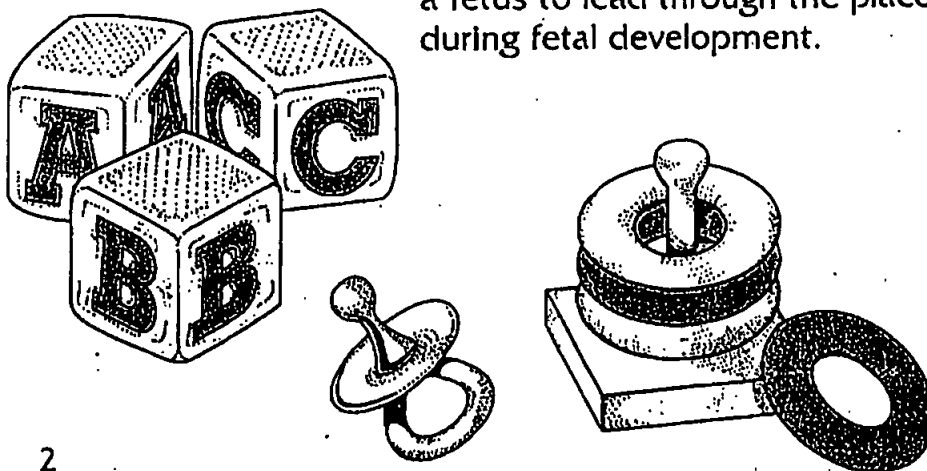
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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:

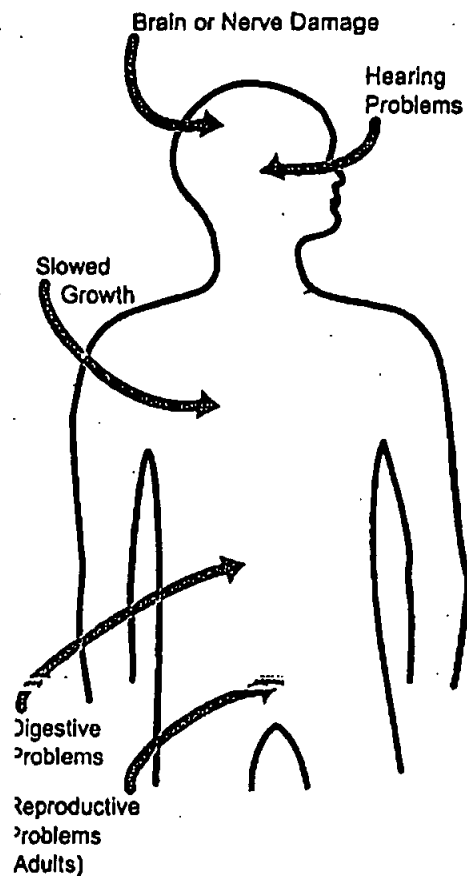
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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:

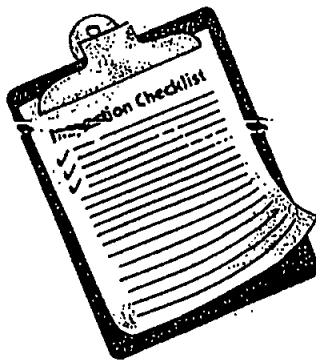
- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

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.

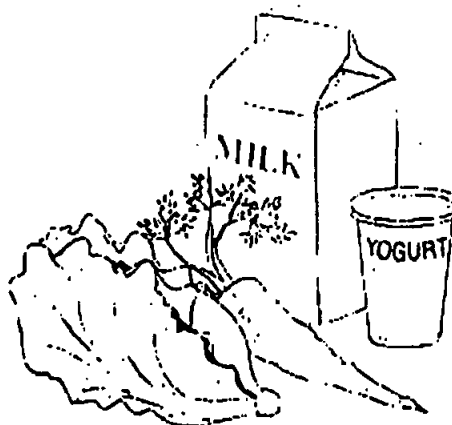
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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.

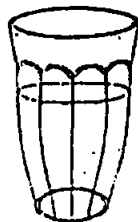
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



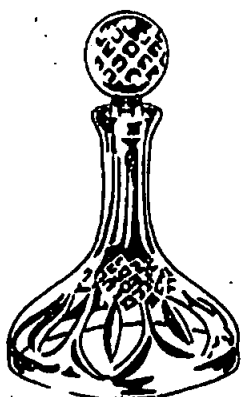
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



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.

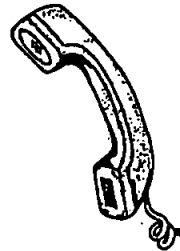
◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **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/**.

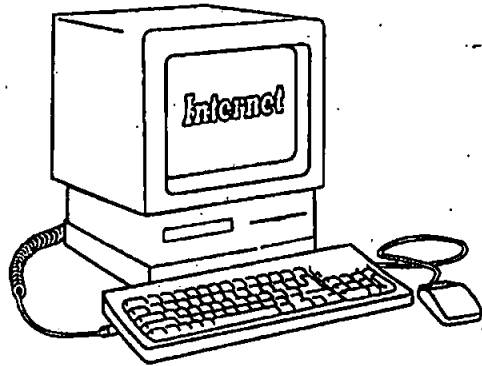


EPA's Safe Drinking Water Hotline

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.