

# COMPARISON CHART

# FEATURE COMPARISON

[Go Here to purchase the \\$99 Lease](#)

[Go Here to purchase a Custom-Drafted Lease](#)

LEASE: FEATURE	<a href="#">Free Lease</a>	<a href="#">\$99 Lease</a>	<a href="#">Custom Lease \$550 or \$495</a>
<b>All 8 notices required by Arizona law</b>	✓	✓	✓
In PDF format with fields that can be entered onscreen and saved to unique file name	✓	✓	✓
Includes complete instructions	✓	✓	✓
Includes only the provisions applicable to you and your rental properties	✗	✗	✓
Drop-down menu of Owners	✗	✗	✓ (if needed)
<b>Complies with out-of-state residential landlord requirement</b>	✓	✓	✓
Owner managed or Manager managed	✓	✓	✓
Drop-down menu of Managers	✗	✗	✓ (if needed)
Drop-down menu of rental property addresses	✗	✗	✓ (if needed)
Occupants listed by name	✓	✓	✓
Select personal property included	✓	✓	✓
Personal property items custom-drafted to your facts	✗	✗	✓
<b>Fixed-Term OR Month-to-Month tenancy</b>	✓	✓	✓
Rent Concession provision (Landlord's choice: in Lease or in separate addendum)	✗	✗	✓
<b>Daily Late Fee provision</b>	✓	✓	✓
<b>Notice Fee</b> (allowing Landlord to charge fee for 5-Day Notice or other Tenant default notice)	✗	✓	✓
Hourly Cleaning, Maintenance & Repairs Fee	✗	✓	✓
Drive-by Fee	✗	✗	✓
Missed Appointment Fee	✗	✗	✓
Returned Check Fee	✓	✓	✓
Maximum security deposit reminder on form	✓	✓	✓

<b>LEASE: FEATURE (continued)</b>	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease \$550 or \$495</u>
Purpose of nonrefundable fees/charges stated in lease as required by law	✓	✓	✓
Homeowners association (HOA) provision	✓	✓	✓ (if needed)
Tenant must pay for HOA violations	✓	✓	✓ (if needed)
<b>Lead-Based Paint provision</b> - Includes separate Lead-Based Paint addendum - Includes separate Lead-Based Paint pamphlet	✓	✓	✓ (if needed)
<b>Private pool provision</b> - Includes pool notice required by state law - Pool maintenance done by Landlord or Tenant	✓	✓	✓ (if needed)
Yard maintenance done by Landlord or Tenant	✓	✓	✓
<b>Tenant responsible for damage caused by Tenant, occupants, guests, and criminal acts</b>	✓	✓	✓
Bedbug provision - Includes bedbug notice required by state law	✓	✓	✓ (if needed)
Includes disclosure regarding Arizona broker or salesperson license	✓	✓	✓ (if needed)
Tenant accepts property in current condition (as long as property is habitable)	✓	✓	✓
<b>Defines “normal wear and tear”</b>	✓	✓	✓
Requires Tenant to give telephonic notice of emergency repair issues AND written notice	✓	✓	✓
No sublet, assignment or transfer without Landlord’s consent	✓	✓	✓
<b>Requires renter’s insurance</b>	✓	✓	✓
Includes abandonment provision and allows Landlord to dispose of personal property if value thereof is less than cost to move, store and sell	✓	✓	✓
Room for “special terms”	✓	✓	✓
Signature line for Landlord as an individual and if Landlord is an LLC or corporation	✓	✓	✓ Only the signature line you need

<b>LEASE: FEATURE (continued)</b>	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease</u> <u>\$550 or \$495</u>
<b>Attorney's fees provision</b>	✓	✓	✓
Attorney's fees provision with additional language favorable to Landlord	✗	✓	✓
Attorney's fees provision with custom language for Landlord	✗	✗	✓
Rent payable via mail or other method	✓	✓	✓
<b>Rent payable via direct deposit</b> (with special language)	✓	✓	✓
Includes provision that limits the number of vehicles that may be parked on rental property	✗	✓	✓
Includes provisions for keys, garage door openers, gated community access devices, and fees to be charged if damaged or not returned	✗	✓	✓
Conduct by Tenant that is "Not Permitted" on the first page of Lease	✗	✓	✓
<b>Guaranty of Lease provision</b> (allows Landlord to required personal guaranty; Example: parents signing Guaranty for college student/Tenant)	✗	✓	✓
Death of Tenant provision (limits Landlord's liability regarding release of personal property)	✗	✓	✓
Provision making other amounts due under the Lease collectable as "rent"	✗	✓	✓
Ability to raise rent in a fixed-term lease if rental tax increases during lease term	✗	✓	✓
<b>Partial payment provision</b> (allows, but does not obligate Landlord to take partial payment; sets forth how partial payments applied to amounts due)	✗	✓	✓
Deposit provision (no interest paid to Tenant; Landlord can put into interest bearing account and keep interest; "Instructions" cover why Landlord should collect only one deposit, the security deposit, and no other deposits, including pet deposits, cleaning deposits, key deposits, etc.)	✓	✓	✓
Utilities provision (disconnection of any utilities, for any reason, is a breach)	✗	✓	✓
Phone provision (requires Tenant to have or get phone and to provide Landlord with current phone number)	✗	✓	✓

<b>LEASE: FEATURE (continued)</b>	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease \$550 or \$495</u>
Extensive personal property provision (addresses Tenant's personal property during tenancy, after normal termination, after eviction, after abandonment, & after death of a Tenant)	✗	✗	✓
Extensive disclosure provision	✗	✓	✓
Option to allow or not allow pets	✗	✓	✓
Option for Landlord to terminate tenancy if fire or casualty damage over \$1,000	✗	✗	✓
Restrictions: no smoking, no waterbeds, no trampolines, and more	✗	✓	✓ (as desired by Landlord)
Landlord's Rules and Regulations provision	✗	✗	✓ (if needed)
<b>Crime Free provision</b>	✗	✓	✓
<b>Guest Rent provision</b>	✗	✓	✓
<b>Continuous Occupancy provision</b>	✗	✓	✓
Extensive list of Tenant obligation at move-out	✗	✓	✓
Holdover Rent provision	✗	✓	✓
Liquidated Damages provision (for specific Tenant defaults)	✗	✓	✓
Admissibility of evidence at trial provision	✗	✓	✓
Authorization to release information (gives Landlord contract right to release favorable or unfavorable information about Tenant to others)	✗	✓	✓
Lease may be signed in counterparts	✗	✓	✓
<b>Digital copy of Lease enforceable without original</b>	✗	✓	✓
Disclosure of agency relationship of Manager	✗	✗	✓
<b>Waiver of jury trial</b>	✗	✓	✓
Notice provision (notice to one Tenant is notice to all Tenants)	✗	✓	✓
Vehicles provision (restrictions on number, size, weight, parking, storage, etc.)	✗	✗	✓

<b>LEASE: FEATURE (continued)</b>	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease \$550 or \$495</u>
Early termination provision (specific amount payable if Tenant breaks fixed-term lease)	✘	✘	✔
“Material Noncompliance” defined	✘	✘	✔
Performance under protest provision	✘	✘	✔
<b>1 hour consultation, good for 1 year</b>	✘	✘	✔
<b>SEPARATE FORMS/NOTICES INCLUDED</b>	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease \$550 or \$495</u>
Forms are in PDF format with fields that can be entered onscreen and saved to unique file name	✔	✔	✔
Lead-Based Paint pamphlet	✔	✔	✔
Private Pool Safety Notice required by state law	✔	✔	✔
Move-in Inspection form	✔	✔	✔
<b>Notice of Termination</b> (for use by tenant at end of tenancy; requires Tenant’s forwarding address)	✘	✔	✔
<b>Rental Hold Agreement</b> (used by landlord to “hold” unit for a period time; amount paid by tenant forfeited if tenant does not take possession)	✘	✔	✔
Lease Extension form	✘	✔	✔
<b>5-Day Notice to Pay or Quit</b>	✔	✔	✔
5-Day Notice re: Health & Safety	✘	✔	✔
<b>10-Day Notice of Material Noncompliance</b>	✔	✔	✔
Notice of Abandonment	✘	✔	✔
Notice of Immediate Termination (material and irreparable breach)	✘	✘	✔
Option to Purchase Agreement	✘	✔	✔
Tenant Application form	✘	✘	✔
Tenant Information Sheet	✘	✘	✔
Adverse Action notice (for use when denying tenant application because of credit or other reason)	✘	✘	✔

<b>SEPARATE FORMS/NOTICES INCLUDED</b> (continued)	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease</u> <u>\$550 or \$495</u>
Partial Payment Agreement	✘	✘	✓
Parking Violation notice	✘	✘	✓
Multiple Purpose notice	✘	✘	✓
Notice of Termination (by landlord; 3 separate reasons)	✘	✘	✓
Demand for Possession notice	✘	✘	✓
Itemized List of Deductions from Deposit (also known as Disposition of Deposit form)	✘	✘	✓
Judgment Information Sheet (for recording judgment in county recorder's office)	✘	✘	✓
Post-Judgment Notice to Tenant	✘	✘	✓
<b>SEPARATE ADDENDA</b>	<u>Free Lease</u>	<u>\$99 Lease</u>	<u>Custom Lease</u> <u>\$550 or \$495</u>
Each addendum is in PDF format with fields that can be entered onscreen and saved to unique file name	✓	✓	✓
Lead-Based Paint addendum (federal law)	✓	✓	✓
<b>Guaranty of Lease</b>	✘	✓	✓
<b>Pet Addendum</b> (allows for "pet rent")	✘	✓	✓
Personal Property addendum (limits landlord's duty to repair or replace)	✘	✘	✓
<b>Special Terms addendum</b> (lets landlord add other terms on this addendum)	✘	✓	✓
<b>Foreclosure addendum</b>	✓	✓	✓
Rent Concession addendum (includes recapture of rent concession upon default by tenant)	✘	✘	✓
Security Deposit Installment Agreement	✘	✘	✓
Tenant Maintenance addendum (tenant responsible for first \$25, \$50 or \$75 of repairs)	✘	✘	✓
Shared Utilities addendum	✘	✘	✓

LEASE



# ARIZONA RESIDENTIAL RENTAL AGREEMENT

Tenant agrees to pay Rent to Landlord during the Term hereof in exchange for use of the Premises, pursuant to the terms below. Time is of the essence of this Agreement.

**Landlord/Owner:**   
(Name, address, and phone number)

The Owner of the Premises IS NOT an out-of-state Owner.

The Owner of the Premises IS an out-of-state Owner and the "Statutory Agent" is:

(Name, address, and phone number)

**Manager:**   
(Name, address, and phone number)

Same as Landlord/Owner

**Tenant(s):**   
(Person(s) who have signed below. Tenants, whether one or more, herein referred to as Tenant)

**Occupant(s):**   
(Persons, other than Tenant, who are authorized to occupy the Premises, but who have not signed this Agreement, i.e., children)

**Premises:**

including appliances, fixtures and the following personal property:

range/oven,  refrigerator,  microwave oven,  clothes washer,  clothes dryer

dishwasher,  Other \_\_\_\_\_

**Term:**  Month-to-month: Tenancy shall be Month-to-Month.  
 Fixed-Term Lease: Tenancy shall begin  and end .

**Rent:** \$ , plus monthly taxes of \$ , for total of \$  per month, is due and must be received by Landlord on or before the **first (1<sup>st</sup>) day** of each month.

**Late Fee:** \$  per day beginning on the  day of the month.

**Deposit/Fees:** Security Deposit: \$  (Security Deposit cannot exceed one and one-half month's rent)  
Nonrefundable cleaning fee: \$  Nonrefundable redecorating fee: \$

**Utilities:** Tenant shall pay for **all** utilities, **except** that **Landlord** shall pay for:  
 Electricity,  Gas,  Water,  Sewer,  Trash,  Pest Control,  Other \_\_\_\_\_

**HOA:**  The Premises is in a homeowners association (see "HOA," below).

**Lead-Based Paint:**  The Premises were built before 1978 (Lead-Paint Addendum **MUST** be attached).

**Foreclosure:**  This Premises is undergoing foreclosure (**MUST** give tenant information in [A.R.S. § 33-1331](#)).

**R/E License:**  One or more of the Owners of the Premises has an Arizona real estate license.

**Yard Maintenance:**  Landlord  Tenant is responsible for yard maintenance (see "Maintenance," below).

**Pool:**  The Premises has a swimming pool (Private Pool Safety Notice **MUST** be attached)  
 Landlord  Tenant is responsible for pool maintenance and chemicals

**Bedbugs:**  The Premises **DOES NOT** have bedbugs (see "Notices required...", below).  
(Premises **CANNOT** be rented unless this box is checked)

Tenants' Initials: \_\_\_\_\_

1. **Definitions.** In addition to the foregoing terms, the following terms have special meaning:
  - a. **Applicable Laws** - federal, state law and county laws and local city or town ordinances.
  - b. **CC&R's** - Covenants, conditions and restrictions.
  - c. **HOA** - homeowners' association.
  - d. **HOA Rules** - rules and/or regulations adopted by a homeowners' association.
  - e. **Pool** - private or community swimming pool; also includes spas and above-ground pools.
  - f. **Statutory Agent** - a person who lives in Arizona and is authorized to accept service of legal notices on behalf of Owner, pursuant to A.R.S. § 33-1902(B).
  - g. **You or Your** - Tenant, Occupants, and/or invitees (i.e., visitors or guests).
2. **Notices required by law to be given to Tenant.**
  - a. Pursuant to A.R.S. § 33-1319(A), Tenant may obtain information about bedbugs and in [A.R.S. §33-1319\(A\)](#) and at: [http://en.wikipedia.org/wiki/Bed\\_bug](http://en.wikipedia.org/wiki/Bed_bug). Note: if a current bedbug infestation exists, Landlord cannot enter into a rental agreement until the infestation is eliminated.
  - b. Pursuant to A.R.S. § 33-1321(C), Tenant may be present during the move-out inspection.
  - c. Pursuant to A.R.S. § 33-1322(A), the Owner or the Owner's agent and the person authorized to receive service of process, notices and/or demands is **MANAGER**.
  - d. Pursuant to A.R.S. § 33-1322(B), Tenant may obtain a free copy of the Arizona Residential Landlord and Tenant Act from the Arizona Department of Housing's website: <http://www.azhousing.gov/>
3. **Notices.** All notices provided for herein shall be in writing and shall be delivered to Landlord at the address set forth above and to Tenant: (a) at the Premises, (b) at Tenant's work place, or (3) to any other alternate address provided in writing by Tenant to Landlord (if applicable). All notices shall be sent by registered or certified mail, or personally delivered, or as otherwise provided in A.R.S. § 33-1313.
4. **Condition of the Premises.** Tenant has examined the Premises before signing this Agreement or had the opportunity to examine the Premises before signing this Agreement and has consciously declined to examine the Premises before signing this Agreement. Tenant taking possession of the Premises shall be conclusive evidence that the Premises were habitable at the commencement of tenancy. Tenant is satisfied with the condition of the Premises as they exist on the date Tenant signs this Agreement. Tenant agrees that there are no pre-existing damages to the Premises, except as noted on the Move-In Inspection Form. Tenant is responsible for providing a list of Premises defects/damages (i.e., carpet stained, drapes torn, etc.) to Landlord within five days after signing this Agreement. A Move-In Inspection Form has been provided to Tenant specifically for this purpose.
5. **Give notice of defects.** Tenant shall provide immediate telephonic notice to Landlord regarding mold, leaks or moisture and, thereafter, provide written notice to Landlord thereof. For all other defects in/on the Premises that are not Tenant's responsibility to repair/maintain, Tenant shall notify Landlord in writing within five days. Failure to notify and/or timely notify Landlord shall subject Tenant to liability for damages sustained by Landlord as a result thereof.
6. **Repairs, Alterations and Improvements.** Tenant SHALL NOT paint any portion of the interior or exterior of the Premises without Landlord's prior written consent. Tenant SHALL NOT make any repairs, alterations, additions or improvements to the Premises without Landlord's prior written consent.
7. **No Sublet, Assignment or Transfer.** Tenant shall not sublet the Premises or any Part thereof. Tenant shall not assign or transfer all or any interest in this Agreement. Unless otherwise provided in writing, if Landlord consents to any sub sublease, assignment, or transfer, such consent shall not release Tenant from any liability hereunder.
8. **Renter's Insurance.** Tenant agrees to obtain insurance, at Tenant's expense, to insure against theft, property damage/loss, personal injury and other normal insurable risks that expose Tenant to financial liability. Landlord shall not be responsible for any of Your personal property that is lost, stolen, damaged or destroyed, regardless of the cause; Tenant hereby assumes the risk of all said losses.

9. **Tenant Maintenance.** The party responsible for specific types of maintenance is specified above.

a. **Pool Maintenance.**

- i. If Landlord is responsible for (or arranging and paying for) pool and/or spa ("Pool") maintenance, Tenant is nevertheless responsible for maintaining the proper water level in the Pool and for cleaning of the Pool after storms and "as needed" between regularly scheduled maintenance.
- ii. If Tenant is responsible for pool and/or spa ("Pool") maintenance, then Tenant shall be responsible for all Pool cleaning and maintenance, including purchasing and adding chemicals when needed. Tenant shall keep the Pool and Pool equipment clean and free from dirt, debris, algae, and any other condition that detracts from the function or appearance of the Pool.

b. **Yard Maintenance.**

- i. If Landlord is responsible for (or arranging and paying for) yard maintenance, Tenant is nevertheless responsible for cleaning and/or maintaining of the yard after storms and "as needed" between regularly scheduled maintenance.
- ii. If Tenant is responsible for yard maintenance, then Tenant shall be responsible for all yard maintenance, including trimming and maintaining (as applicable) grass, flowers, bushes, shrubs and trees. Tenant shall remove weeds from (as applicable) grass, desert landscaped areas and other areas of the yard.

c. In addition to the foregoing, Tenant, at Tenant's expense, shall: keep the Premises and surrounding grounds clean, safe, in good order and in sanitary condition; if applicable, Tenant shall keep the yard, grounds, garden and all vegetation on the Premises well watered and neatly groomed; exercise extreme care to prevent mold from forming (i.e., not allowing areas to become and remain wet/moist, etc.); have repaired any damages resulting from misuse or neglect caused by You; have removed any stoppage in plumbing lines that You caused; replace furnace and air conditioning filters **monthly**; be responsible for ensuring that smoke alarm(s) and carbon monoxide alarm(s) (if present) is/are operable at all times and shall test each unit monthly; replace dead batteries throughout the Premises (i.e., smoke alarm, remote controls, etc.); and replace unusable light bulbs.

d. Tenant is responsible for the entire cost of maintenance, repairs or replacement parts, including glass (i.e., windows, glass doors, etc.), that are the result of negligence, recklessness, gross negligence or intentional acts of Tenant, Occupants, guests, visitors, invitees, trespassers and/or third-parties, and including criminal conduct by known or unknown third-parties.

10. **No disturbances.** You shall not disturb neighbors or others. Tenant shall not play loud music, percussion, audio, video equipment, instruments, or otherwise cause any loud or offensive sounds that can be heard outside the Premises. The time period 10:00 p.m. to 7:00 a.m. is considered normal sleeping hours (local ordinances may vary; the local ordinance shall be controlling) and Tenant agrees not to cause any disturbances during such time. Moving of furniture and household goods into or out of the rental unit is restricted to 7:00 a.m. to 8:00 p.m. Recurring disturbances shall be deemed a material noncompliance with this Agreement.

11. **Compliance with HOA requirements.** If indicated above, then the Premises are part of and subject to a Homeowners Association ("HOA") and use of the Premises is restricted by the Covenant, Conditions and Restrictions ("CC&R's") and any HOA rules and regulations (collectively referred to in this paragraph as "HOA Rules") adopted by the HOA. Tenant's signature below acknowledges receipt of a copy of the HOA Rules. Tenant agrees to comply with and abide by the HOA Rules and to pay upon demand all fines and fees incurred by Landlord for any/all violations of the HOA Rules. Landlord shall pay for the periodic HOA dues/fees.

12. **Compliance with Applicable Laws.** Tenant agrees to comply with all Applicable Laws. Tenant agrees to supervise Occupants and all other persons on the Premises and agrees to be responsible for fines, penalties, and repairs resulting from violation any Applicable Laws.

13. **Flammables/Explosives/Hazardous Substances.** You shall not bring onto the Premises any flammable liquids, explosives and/or hazardous materials of any kind, except commonly used and readily available household cleaners and fuels. Fuel of any kind (i.e., for cars, fireplaces, etc.) must be properly used and stored; no more than five gallons of propane and one gallon of any other flammable liquid shall be stored.

**14. Nonrefundable fees.**

- a. The nonrefundable Cleaning Fee is for additional cleaning performed by Landlord after Tenant vacates, including: replacing A/C filters; sanitizing the kitchen, bathrooms and/or appliances; and general cleaning of the rental unit. The cleaning fee, however, does not relieve Tenant of Tenant's obligation to leave the Premises clean and free of debris at the end of tenancy.
- b. The nonrefundable Redecorating Fee is for periodic painting, cleaning and replacement of the floor coverings, window coverings and decorative items.

**15. Returned Check Fee.** If any check tendered by or on behalf of Tenant is not accepted or is returned by Landlord's bank for any reason, Tenant shall pay a **\$35.00** Returned Check Charge.

**16. Termination and renewal.** Tenant agrees to provide notice of termination as provided herein and to deliver possession (i.e., vacate the Premises and return all keys to Landlord) of the Premises to the Landlord in the same condition as when tenancy commenced, reasonable wear and tear excepted.

- a. **Fixed-Term Lease.** Except as provided here or by law, Tenant may not terminate a Fixed-Term Lease before the end of the Term any reason.
- b. **Month-to-month.** Either party may terminate a month-to-month tenancy by giving the other party at least thirty days written notice. No notification is necessary to renew a month-to-month tenancy.
- c. **Renewal terms.** Except as expressly provided herein or in a separate document extending tenancy, all original terms and conditions shall remain in effect for any tenancy that extends, by agreement or operation of law, beyond the original Term.
- d. **Condition of Premises.** Upon vacating, Tenant shall leave the Premises clean, undamaged and in the same or better condition as when Tenant moved in, normal wear and tear excepted.
- e. **Normal wear and tear.** Normal wear and tear is the natural and gradual deterioration that occurs when the Premises are used as a residence. Normal wear and tear does not include excessive and/or abusive use, misuse, negligence, carelessness, accident, criminal damage, vandalism, or theft, whether caused by Tenant, Occupants, guests, invitees, third-parties and/or trespassers. Normal wear and tear does not include holes (pinholes, nail holes, or otherwise), gouges, scratches, stains, burns, and/or damage of any kind in the ceiling, walls, doors, floor coverings, and/or appliances.
- f. **Repairs and property damage.** In the event Tenant is responsible for repairs and/or property damage, Tenant shall be responsible for the full repair and/or replacement cost and shall not pay a depreciated or pro-rated amount, regardless of the age or condition of the damaged/repaired item.
- g. **Forwarding address.** The Tenant shall provide Landlord with a forwarding address. Refund of the Deposit, if any, will be sent to the forwarding address.
- h. **Military tenants.** Military tenants may terminate this Agreement as provided by federal law.

**17. Termination and Remedies.** If You fail to comply with any term or provision hereof, Landlord may treat the noncompliance as a breach of this Agreement and, after delivering the notice required by law (if any), Landlord may: (a) terminate this Agreement, (b) terminate the Tenant's right to use, possess and occupy the Premises, but Tenant's liability for Rent and other amounts due hereunder shall not be terminated until the end of the Term specified above, or (c) take any other action permitted law.

**18. Tenant's Personal Property after Abandonment or Eviction.** Following eviction or abandonment of the Premises, all personal property left on the Premises shall be deemed abandoned and Tenant shall be charged for removal, storage, and all costs and expenses incurred to sell the personal property and for Landlord to comply with A.R.S. § 33-1370. If Landlord believes such charges will likely exceed the value of the personal property, then Tenant hereby expressly grants Landlord the authority to dispose of said personal property in any manner Landlord deems fit, to include giving the personal property to charity or having it hauled away as garbage and Tenant holds Landlord harmless for the loss of said property.

**19. Attorney's Fees.** Landlord and Tenant agree that the prevailing party in any litigation, action or controversy arising out of this Agreement shall be entitled to reimbursement of or, if appropriate, an award of reasonable attorneys' fees and court costs.



# INSTRUCTIONS

# ARIZONA RESIDENTIAL RENTAL AGREEMENT

## IMPORTANT

- This Lease was drafted specifically for Arizona. This Lease may not be valid in any other state.
- This Lease IS NOT for use by Arizona real estate agents or brokers because it does not include the additional provisions required by Arizona law to be included in a Lease used by agents/brokers.
- This Lease IS NOT for use for vacation rentals. Vacation rental property may not be subject to the Act, but use of this form would make the Act apply.
- This Lease IS NOT for use by hotels, motels or any other "transient" (as defined by the Act) occupants.

## INSTRUCTIONS FOR USE

- This document includes instructions on how to properly complete the **FREE "Arizona Residential Rental Agreement"** form **and each addendum**. This document also includes explanations and recommendations for the choices you will need to make when completing the Lease and/or an addendum.
- When appropriate, the exact text of the applicable statute is quoted. The name of the statute is then hyperlinked to the statute (on the Arizona State Legislature's web site), so that you may read the full text of the statute, if desired.
- Abbreviations used in these instructions:

The "Arizona Residential Landlord and Tenant Act" is referred to herein as the "Act." You can download a free copy of the Act here:  
<http://www.caslerlawoffice.com/forms-laws-top-level/resources-2/>

This FREE "Arizona Residential Rental Agreement" (this form) is referred to herein as the "Lease."

## COPYRIGHT 2014 - All rights reserved

Although free, the Arizona Residential Rental Agreement and these instructions are copyrighted forms. You may use these documents for your own rental units. All other rights are reserved and all other uses are prohibited, including selling or giving all or any part of this document to anyone for any purpose.

## **THE LEASE - Introduction**

- Essential information appears on page 1 of the Lease. This document will discuss the information you must enter and every decision you must make on that page.
- Most of the numbered paragraphs on pages 2 to 5 are self-explanatory. When appropriate, specific paragraphs and/or concepts of law are discussed.
- Make sure you fill in EVERY blank space with data or N/A (for not applicable). The Act states that a blank space is a "material noncompliance":

### [A.R.S. § 33-1322\(E\)](#)

E. ... A written rental agreement shall have all blank spaces completed. Noncompliance with this subsection shall be deemed a material noncompliance by the landlord or the tenant, as the case may be, of the rental agreement.

## **THE LEASE - Page 1 (no paragraph numbers)**

**Landlord/Owner.** You must disclose the name and address of the owner.

### [A.R.S. § 33-1322\(A\)](#)

A. The **landlord** or any person authorized to enter into a rental agreement on his behalf **shall disclose** to the tenant **in writing at or before the commencement of the tenancy** the **name and address** of each of the following:

...

2. An **owner of the premises** or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

The "owner" is the person or business entity (i.e., LLC or corporation) that holds legal title to the rental property or the person or business entity that has the right to enter into a rental agreement with a tenant for this rental property.

If your rental property is owned by an individual, but you would like it to be owned by a business entity (for asset protection), then you either need to: (1) sell and deed the rental property to your business entity or (2) lease the rental property to your business entity and then sublet it to your tenant.



For a sale, you will need: (1) a business entity, (2) a purchase/sale agreement, and (3) a promissory note or other lawful consideration paid by the business entity to the person who currently owns the rental property. If you obtained a loan when you purchased the rental property, then you will need to contact the lender(s) for the rental property to see if a transfer from the owner to a business entity will trigger the "due on sale" clause that appears in almost all mortgages and deeds of trust. You will also need to check with the company that issued the title insurance for the rental property to see if your title insurance policy will automatically transfer to your business entity or whether you must purchase an endorsement.

For a lease and sub-lease, you will need: (1) a business entity, (2) a lease from you to the business entity, and (3) a sub-lease from the business entity to the tenant. This Lease can be used for the sub-lease from the business entity to the tenant.

If you need a business entity (i.e., LLC or corporation), [GO HERE](#) for FREE packet of forms that will let you form a new Arizona limited liability company:

<http://www.arizonastatutoryagentservices.com/Free-LLC-1-Person>

If you need the documents for a sale, [GO HERE](#):

<http://www.caslerlawoffice.com/purchase-contract>

If you need the documents for a lease and sub-lease, [GO HERE](#):

<http://www.caslerlawoffice.com/rent>

**The Owner of the Premises IS or IS NOT an out-of-state Owner.** Two statutes (one in the Act and one that IS NOT in the Act) requires the owner to disclose information about the owner.

[A.R.S. § 33-1322\(A\)\(2\)](#) (this statute IS in the Act)

A. The **landlord** or any person authorized to enter into a rental agreement on his behalf **shall disclose** to the tenant **in writing at or before the commencement of the tenancy the name and address** of each of the following:

...

2. An **owner of the premises** or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

[A.R.S. § 33-1902\(B\)](#) (this statute is NOT in the Act)

B. An owner of residential rental property who lives outside this state shall designate and record with the assessor a statutory agent who

lives in this state and who will accept legal service on behalf of the owner.

...

C. Residential rental property **shall not be occupied if the information required by this section is not on file** with the county assessor. If the owner has not filed the information required by this section with the county assessor and the residential rental property is occupied by a tenant and the tenant chooses to terminate the tenancy, the tenant shall deliver to the landlord, owner or managing agent of the property a written ten day notice to comply with this section.

You MUST check one of these boxes. If you are an out-of-state residential landlord and DO NOT have a statutory agent, then GO HERE to get one:

<http://www.arizonastatutoryagentservices.com/Landlord-Information>

**Manager.** If you have a manager, then the Act requires you to disclose the name and address of the manager.

[A.R.S. § 33-1322\(A\)](#)

A. The landlord or any person authorized to enter into a rental agreement on his behalf **shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of** each of the following:

1. **The person authorized to manage** the premises.

The manager is the person who will take care of the day-to-day management of the property (i.e., receiving notices from the tenant, giving notices to the tenant, receiving rent, etc.).

**Tenants.** All adults (i.e., over eighteen years of age) who will occupy the Premises should sign the Lease as "Tenants."

**Occupants.** Everyone who will occupy the rental property, but is under the age of eighteen or who (for some other reason) did not sign the Lease, should be listed here. You may lose the ability to evict a tenant for unauthorized tenants if you allow one or more persons to occupy the rental property without being listed as an occupant.

**Premises.** This is the address for the rental property, including (if applicable) the unit number.

**Term.** Before you immediately conclude that you want a fixed-term lease (i.e., six months, one year, etc.), consider whether the type of tenant you will get for this rental unit will actually feel bound by a fixed-term lease. Rent for rental properties varies from very low to very high. Tenants for rental properties at the very low end of the rental rate spectrum (the precise dollar amount will vary depending on your geographic location in the state of Arizona) typically move whenever they want to move, without regard to whether or not they have signed a fixed-term lease. In that situation, only the landlord is bound by the fixed-term lease. Conversely, the landlord cannot evict a fixed-term tenant (anywhere on the rental rate spectrum) unless the tenant's conduct rises to the level of a "material breach" of the Lease or the Act. A month-to-month tenancy may be more beneficial for the landlord than a fixed-term lease. Make an informed decision on which type of tenancy you want.

**Rent.** This is the amount of legal consideration (referred to as "rent") in exchange for shared or exclusive use and control of the rental property.

Enter the monthly rent in the first box. If you must pay a rental tax, then enter that amount in the second box, otherwise write "N/A" in the second box. The state of Arizona does not assess and collect a residential rental tax, but your county and/or city/town may. Call the department of revenue for your county AND for your city/town to find out if you must: (1) have a business license and/or (2) collect and pay county and/or city/town rental tax. Although not exhaustive, you may find some information about local rental tax here:

[http://modelcitytaxcode.az.gov/City\\_profiles/City\\_profiles.htm](http://modelcitytaxcode.az.gov/City_profiles/City_profiles.htm)

The Rent Due Date is already set to the first day of the month. You should not change this date unless you have a compelling reason to do so. If you do make this change, make the change in the "Special Terms" section (which appears after paragraph 63 of the Lease). Use this language: "Contrary to the Rent Due Date printed above, the Rent Due Date shall be [enter new date]."

If a tenancy commences on any day other than the first of the month, then you will need to prorate the first month's rent. Take your monthly rental amount, divide it by the number of days in that month, and then multiply that number by the number of days the tenant will occupy the property in the first month. Make sure you include the first day of occupancy; this day is often erroneously excluded.

For example, if tenancy will commence on January 11, then that means the tenant must pay for 21 days of rent (31 minus 10, not 11, because the tenant will occupy the property on the 11<sup>th</sup> and should be charged for that day).

Same example, but using actual numbers: rent of \$1,000 per month, divided by the 31 days in January, and then multiplied by the 21 days the tenant will occupy the property, equals \$677.41934. Enter the data on the Lease: "the prorated first month's RENT shall be \$677.42, for the period beginning January 1, [year] and ending January 31, [**same year**]."

**Late Fee.** Specify a daily late fee and the day that late fees begin. The daily late fee could be a specific amount (i.e., \$5/day, \$10/day, etc.) or a percentage (i.e., 1% of the monthly rent {the daily late fee for a \$1,000 per month rental property would be \$10/day}). The Act requires late fees to be "reasonable," but offers no other guidance.

[A.R.S. § 33-1368\(B\)](#)

B. . . . Before the filing of a special detainer action the rental agreement shall be reinstated if the tenant tenders all past due and unpaid periodic rent and **a reasonable late fee** set forth in a written rental agreement.

**Deposit/Fees.**

**a. Refundable deposit.** The Act defines the term "security."

[A.R.S. § 33-1310\(14\)](#)

14. "Security" means money or property given to assure payment or performance under a rental agreement. "Security" does not include a reasonable charge for redecorating or cleaning.

Collect one deposit, a "security deposit," and do not collect any other type of "deposit." Judges and tenants view a "deposit" as having the same meaning as "security" and, therefore, they believe a "deposit" will be returned to the tenant under certain conditions. This view is supported by the definition above. On the other hand, judges and tenants understand that a "fee" or "charge" will not be returned to the tenant under any circumstances. Some people are in the habit of charging specific deposits, such as a "pet deposit" or "cleaning deposit." But if a tenant vacates the rental property and owes you rent, but the property is clean and there is no damage from pets, then you must return the pet deposit and cleaning deposit or else the tenant can sue you for return of those deposits, plus two times the amount of those deposits, plus attorney's fees and court costs, which is a very bad result for the landlord.

[A.R.S. § 33-1321\(E\)](#)

E. If the landlord fails to comply with subsection D of this section the tenant may recover the property and money due the tenant together with damages in an amount equal to twice the amount wrongfully withheld.

That bad result is easily avoided by collecting one refundable deposit – a security deposit – which can be applied to unpaid rent, late fees, cleaning, property damage, and anything else the tenant owes the landlord under the Lease and/or any damages available under the Act.

Keep in mind that the amount of the security deposit cannot exceed one and one-half month's rent. For example, if rent is \$1,000 per month, the highest security deposit you can collect is \$1,500 (\$1,000 times 1.5).

**b. Non-refundable fees and/or charges.** The amount of non-refundable fees a landlord can collect under the Act must be "reasonable," but is not otherwise restricted by the Act.

[A.R.S. § 33-1310\(14\)](#)

14. "Security" means money or property given to assure payment or performance under a rental agreement. **"Security" does not include a reasonable charge for redecorating or cleaning.**

In addition, whenever you collect a non-refundable fee or charge, you must disclose the **purpose** of the fee or charge.

[A.R.S. § 33-1321\(B\)](#)

B. The **purpose** of all nonrefundable fees or deposits **shall be stated in writing** by the landlord. Any fee or deposit not designated as nonrefundable shall be refundable.

You are not required to collect any type of fee or charge, but if you do charge a cleaning fee and/or a redecorating fee, then the purpose of those fees in paragraph 6. If you elect to allow pets and use the "Pet Addendum," the purpose of the non-refundable pet fee is stated in that addendum.

**Utilities.** Check the box for each type of utility service that the landlord will pay (if any). All other utilities and services must then be paid by the tenant.

**HOA.** Check this box if the rental property is in a homeowners' association ("HOA"). Provide the tenant with a copy of the Covenants, Conditions and Restrictions ("CC&R's"). More information relating to the rental property being in an HOA is in paragraph 23 of the Lease. Language has been included in this paragraph that provides: (1) the tenant will comply with and abide by the HOA Rules, (2) the tenant will pay fines/fees incurred as a result of violations of the HOA Rules, and (3) that the landlord will pay for the periodic (i.e., monthly, quarterly, annual, etc.) HOA fee. Don't require the tenant to pay the HOA fee. If any type of problem arises, the tenant is likely to not pay the HOA fee, thereby resulting in fines, late fees, etc., assessed by the HOA. Include the HOA fee in the rent and pay the HOA fee yourself.

**Lead-based Paint.** If the rental property was built before 1978 (meaning it was built in 1977 or earlier), then you MUST check this box **AND** use the separate Lead-Based Paint Addendum **AND** you must give the tenant a pamphlet entitled: "Protect Your Family From Lead in Your Home." This is federal law and the penalties are severe; do not forget (or elect) to do all three things. We have provided you with the addendum and pamphlet.

**Foreclosure.** The Act was amended in 2010 to include a section regarding rental properties in foreclosure. (See A.R.S. § 33-1331). If your rental property is in foreclosure at the time the landlord enters into a rental agreement with a tenant, then a very specific disclosure is required by the Act. If this applies to you, check the box and add the "Foreclosure Addendum."

**Real Estate License.** Rules promulgated by the Arizona Real Estate Commissioner require all persons with an Arizona real estate salesperson or broker license to disclose this fact in writing before a lease is signed.

[A.A.C., R4-28-1101\(E\)\(1\)](#)

E. A real estate salesperson or broker shall not act directly or indirectly in a transaction without informing the other parties in the transaction, in writing and before the parties enter any binding agreement, of a present or prospective interest or conflict in the transaction, including that the:

1. Salesperson or broker has a license and is acting as a principal;

The Commissioner's Rules have the force and effect of law. Failure to make this disclosure may result in the loss of your real estate license.

**Yard Maintenance.** Check the box for landlord or tenant to assign responsibility for all "Yard Maintenance," which is further defined in paragraph 9(b).

**Pool.** Check this box if the rental property has a private swimming pool (not merely access to a community swimming pool) and then check the box to indicate whether the landlord or tenant will maintain the pool. Maintaining a pool is harder than most people think and failing to properly maintain a pool can cause thousands of dollars of damage to the pool and/or pool equipment. In addition, statistics show that tenants stop maintaining the pool when issues arise between a landlord and tenant. Unless you have a compelling reason to let the tenant maintain the pool, the landlord should maintain the pool or pay a person or company for that service and then include that amount in the monthly rent.

**Bedbugs.** The Act was amended in 2011 to include a section devoted entirely to bedbugs. (See [A.R.S. § 33-1319](#)). This statute does not apply to single-family homes, but does apply to every other type of rental property that is subject to the Act. If your rental property has bedbugs, you CANNOT rent the property to any tenant until the infestation has been removed. In addition, the landlord MUST provide "bedbug educational materials," which has already been included in paragraph 2(d) of the Lease.

### **THE LEASE - Pages 2 to 5**

The paragraph number and the label (i.e., "1. Definitions") correspond to the paragraph number on the Lease. If a number is skipped, it is because that paragraph is self-explanatory.

**1. Definitions.** This section defines certain words or phrases that have a specific meaning in the Lease. When these words appear in the Lease, the first letter of each word is capitalized to alert both the landlord and the tenant that the word/phrase has a special meaning. Note, however, that not all words/phrases with special meaning are included in this section. Some special words/phrases are used only in one paragraph and, therefore, the definition is included in that paragraph.

**2. Notices required by law to be given to the tenant.** This is one of the reasons that lease forms claiming to be "valid in all 50 states" are not valid in Arizona. The Act requires several very specific information and notices to be given **in writing** to the tenant at the time a lease is signed or before (not after). Below are excerpts from the applicable statute with the relevant text highlighted.

a. [A.R.S. § 33-1319\(A\)](#)

A. A landlord has the following obligations with respect to a bedbug infestation:

1. The **landlord shall provide bedbug educational materials to existing and new tenants.**

...

2. The landlord shall not enter into any lease agreement with a tenant for a dwelling unit that the landlord knows to have a current bedbug infestation

b. [A.R.S. § 33-1321\(C\)](#)

C. With respect to tenants who first occupy the premises or enter into a new written rental agreement after January 1, 1996, upon move in a **landlord shall furnish the tenant** with a signed copy of the lease, a move-in form for specifying any existing damages to

the dwelling unit and **written notification to the tenant that the tenant may be present at the move-out inspection.**

c. [A.R.S. § 33-1322\(A\)](#)

A. The landlord or any person authorized to enter into a rental agreement on his behalf **shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of** each of the following:

1. **The person authorized to manage** the premises.

2. **An owner of the premises or a person authorized to act for and on behalf of the owner** for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

d. [A.R.S. § 33-1322\(B\)](#)

B. At or before the commencement of the tenancy, the **landlord shall inform the tenant in writing that the Arizona residential landlord and tenant act is available on the Arizona department of housing's website.**

(Reminder: As stated in the "Introduction," above, if a number is skipped below, it is because that paragraph is self explanatory)

**4. Condition of The Premises.** You MUST provide the tenant with a move-in inspection form. We have provided you with a Move-in Inspection form.

**11. Compliance with HOA requirements.** If the rental property is in a homeowner's association ("HOA"), then you must provide the tenant with a copy of the Covenants, Conditions and Restrictions ("CC&R's"), Bylaws and/or any other HOA documents that may impact the tenant and/or the rental property.

**12. Compliance with Applicable Laws.** This prohibits criminal activity by your tenant on or off the Premises. It also prohibits criminal activity by the tenant's guests on the Premises. A separate "crime free addendum" is not necessary, but could be added if desired. Remember to check the box and write in the exact name of the crime free addendum on page 5 of the Lease.

**14. Nonrefundable fees.** As required by the Act (and as stated above), the purpose of the nonrefundable cleaning and redecorating fees are stated here.

**Special Terms.** Include any special terms in this section. If you need more room, use a separate addendum.



**Addenda to the Lease.** Check the boxes that apply. Both parties must sign all addenda to the Lease.

**Signature of Tenant.** All leases with married tenants should be signed by both parties. From a legal standpoint, any lease for more than one year (i.e., a year and one day) must be signed by both spouses or it is not binding on the spouse who did not sign. You should also have all adults who occupy the Premises complete a tenant application and sign the Lease.

**Signature of Landlord.** Use the signature block that applies to your situation. If the Premises are owned by a person, then that person must sign the Lease. If the Premises are owned by a business entity (i.e., LLC, corporation, etc.), then the person with the legal authority to sign on behalf of the business entity must sign the Lease.

### **ADDENDA, FORMS, and NOTICES/DOCUMENTS**

Each addendum, form, and notice/document that accompanies this FREE Arizona Residential Rental Agreement is discussed below.

#### **ADDENDA**

**Lead-Based Paint Addendum & pamphlet.** This addendum is required by federal law if your rental property was build before 1978 (i.e., 1977 or before). This is true whether or not the rental property contains any lead-based paint. You have actual knowledge of lead-based paint hazards, then you must state that on the addendum AND attach copies of any tests you have done (or had done by someone else). The penalties for noncompliance are severe. You must also give the tenant a pamphlet entitled: "Protect Your Family From Lead in Your Home" (see below).

#### **Foreclosure Addendum.**

a. **Before.** If the landlord has received notice of a foreclosure **before** the landlord and tenant have signed the Lease, then the landlord MUST provide very specific information to the tenant.

b. **After.** If the landlord receives a notice of foreclosure **after** the landlord and tenant have signed the Lease, then the landlord MUST provide very specific information to the tenant **within five days** after the landlord receives notice of the foreclosure.

In either case, the Foreclosure Addendum provides the information required by Arizona law. Alternatively, you can go directly to the statute ([A.R.S. § 33-1331](#)) and provide the information stated.

## **FORMS**

**Move-in Inspection Form.** You are required by Arizona law to provide a move-in inspection form to the tenant at or before the time the tenant signs the lease. We have provided a form for this purpose, but you are not required to use this specific form. You are free to draft or otherwise obtain a different form that is more suitable for you and/or your rental property.

**5-Day Notice to Pay or Quit.** You may use this form if the tenant fails to pay rent.

**10-Day Notice of Material Noncompliance.** You may use this form if the tenant commits any type of noncompliance (breach), except for nonpayment of rent or a noncompliance that materially affects health and safety.

## **NOTICES/DOCUMENTS**

**Lead-Based Paint Pamphlet: "Protect Your Family From Lead in Your Home."** This must be given to the tenant, along with the Lead-Based Paint Addendum, if the rental property was built before 1978 or you know that it has any type of Lead-Based Paint in/on the property.

**Private Pool Safety Notice.** This form, in this specific format, is required by Arizona law to be provided to the tenant at or before the time the tenant signs the Lease. This pool notice is discussed in the Lease and language is included (above the signature lines) that acknowledges receipt of this notice by the tenant at the time the Lease is signed.

**Covenants, Conditions and Restrictions (CC&R's) and HOA Rules.** You and all people you allow to use your property, including your tenant, are required to comply with CC&R's and, if applicable, any HOA Rules adopted by a homeowners association. You must provide the tenant with a copy of the CC&R's if you expect the tenant to comply with the CC&R's and, more importantly, if you require the tenant to pay any fees/fines you incur as a result of someone on the property violating the CC&R's and/or HOA Rules.

# ADDENDA & FORMS

# Property Inspection Checklist

The premises located at: \_\_\_\_\_ are clean, safe, in good repair and **without defects**, except as noted below (for each area, note defects/damage on floor, carpet, walls, ceilings, doors, windows, hardware, fixtures, appliances, cabinets, etc.):

Exterior:
Living Room:
Family Room:
Kitchen:
Laundry Room:
Hall:
Hall Bathroom:
Bedroom 1:
Bedroom 2:
Bedroom 3:
Master Bedroom:
Other:

*(For additional rooms, continue on back of form)*

When completed and signed, this form will be attached to your rental agreement. Costs to repair defects/damages not noted on this checklist are the tenant(s)'s responsibility and will be deducted from the security deposit if not repaired prior to vacating the premises. If you fail to complete and return this form, the landlord will presume that no defects exist. **MAKE A THOROUGH INSPECTION OF THE PREMISES & NOTE ALL DEFECTS!**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Tenants)

(Landlord/Owner)

## FORECLOSURE ADDENDUM

This Addendum is made a part of the Rental Agreement, dated \_\_\_\_\_, between the parties below, pursuant to [A.R.S. § 33-1331](#).

This property is undergoing foreclosure. For more information on this action, you should contact:

\_\_\_\_\_ (name, address, and phone number of the court where the action is filed or trustee, attorney or other responsible party)

A sale at auction may or may not occur as a result of this foreclosure. Currently, the sale of this property has been set for:

\_\_\_\_\_ (time, date and place)

No date for sale of this property has been established.

### Additional Information

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### TENANT(S)

\_\_\_\_\_  
(Print name) (Signature) Date

\_\_\_\_\_  
(Print name) (Signature) Date

**LANDLORD.** Landlord agrees to be bound by the terms and conditions of this Agreement.  
(signature lines if Landlord is one or more natural persons)

\_\_\_\_\_  
(Print name) (Signature) Date

\_\_\_\_\_  
(Print name) (Signature) Date

(signature line if Landlord is a business entity)

\_\_\_\_\_  
Company Name Print Name of Person Signing Signature Title Date

# FIVE-DAY NOTICE

TO:

Pay or Quit

Date:


--

## Five-Day Notice to Pay or Quit

### NOTICE TO TENANT(S):

1. **“Time is of the essence”** reinstated. To the extent the “time is of the essence” provision of the rental agreement has not previously been enforced and/or has been waived, tenant(s) is hereby notified that the “time is of the essence” provision is hereby reinstated via this notice. From the date of this letter and thereafter, the time periods specified in the rental agreement and by law shall be strictly enforced.
2. **Notice.** Pursuant to Arizona Revised Statutes, Title 33, Chapter 10, Section 33-1368(B), you are hereby tendered five days written notice of: (1) nonpayment of rent and (2) the landlord’s intention to terminate your tenancy if rent is not paid within five calendar days. Provided this letter is received on the “Date” specified above,<sup>1</sup> the fifth day falls on \_\_\_\_\_.
3. **Reinstatement.** To reinstate the rental agreement, you must remit all due, but as yet unpaid, rent and other amounts owing in the “TOTAL” shown below within the five-day period:

\$ _____	Rent for	_____
\$ _____	Late charges	_____
\$ _____	Notice fee	_____
\$ _____	Other	_____
\$ _____	TOTAL <sup>2</sup>	_____

(This stated “TOTAL” is exclusive of future accruing monthly rent, late fees and/or other amounts until full payment is received)

4. **Eviction.** In the event full payment is not tendered within five calendar days after receipt of this notice,<sup>3</sup> an eviction action will be filed against you to: (1) recover possession of the premises, (2) to terminate your contractual right to possess and occupy the premises, and (3) to obtain a money judgment against you for rent, late fees and/or any other amounts due under the rental agreement or available by law, including attorney’s fees and court costs.
5. **Quit.** As an alternative to payment, you may “quit the premises” (i.e., vacate the premises) on or before the fifth day, thereby avoiding a court of law entering a judgment of eviction against you. Vacating the premises, however, will not relieve you from liability for the outstanding balance and/or other amounts due under the rental agreement.

This Notice delivered via:

- |   |
|---|
| <input type="checkbox"/> Certified Mail           |
| <input type="checkbox"/> Regular First Class Mail |
| <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Hand delivery            |

\_\_\_\_\_  
(acknowledgment of hand delivery by tenant)

\_\_\_\_\_  
(Landlord or agent for Landlord)

This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you dispute the validity of the debt, or any portion thereof, within thirty days of receipt of this letter, it will be assumed to be valid. If the dispute is received in writing, debt verification, or a copy of the judgment, will be obtained and mailed to you. If requested in writing within thirty days of receipt of this letter, the original creditor’s name and address will be provided. Pursuant to 15 U.S.C. § 1692E(11), please be advised that this communication is from a landlord or property manager, which may, in this case, be acting as or on behalf of a debt collector.

<sup>1</sup> If not received on the date above, your tenancy will terminate five days after receipt of this notice if you have not reinstated the rental agreement by tendering payment of the amounts due at that time.

<sup>2</sup> To the extent one or more of the above does not fall within the meaning of “rent,” as provided by the rental agreement and/or the law, then those amounts need not be paid within five days and, instead, those amounts are due within ten days after receipt hereof.

<sup>3</sup> Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc.; the five days to tender payment shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

# TEN-DAY NOTICE

TO:

Material Noncompliance


Date:

--

## Ten-Day Notice – Material Noncompliance

### NOTICE TO TENANT(S):

You are in violation of your rental agreement and/or the Arizona Residential Landlord and Tenant Act. The specific acts constituting the violation are:


You are hereby notified, pursuant to A.R.S. § 33-1368(A), that the foregoing constitute one or more **material noncompliance** and that your right to possess and occupy the premises will:

- Curable.** Terminate **ten (10) days** after receipt of this notice *if* this noncompliance is not remedied prior to the date specified below.<sup>1</sup>
- Not Curable.** Terminate upon a date not less than **ten (10) days** after receipt of this notice. **This noncompliance cannot be cured and you MUST vacate by the date specified below.**<sup>1</sup>

Provided this notice is received on the date specified above,<sup>2</sup> your rental agreement will terminate on \_\_\_\_\_.  
(at least 10 calendar days after receipt of notice)

This Notice delivered via:

<input type="checkbox"/> Certified Mail
<input type="checkbox"/> Regular First Class Mail
<input type="checkbox"/> Other _____
<input type="checkbox"/> Hand-delivery
_____
(acknowledgment of hand-delivery by tenant)

\_\_\_\_\_  
(Landlord or agent for Landlord)

<sup>1</sup> Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc.; the ten days shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.

<sup>2</sup> If not received on the date above, your rental agreement will terminate ten days after receipt of this notice if the noncompliance(s) is not remedied.

**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.

_____	_____	_____	_____
Lessee/Tenant	Date	Lessee/Tenant	Date
_____	_____	_____	_____
Lessee/Tenant	Date	Lessee/Tenant	Date
_____	_____	_____	_____
Lessor/Landlord	Date	Lessor/Landlord	Date



# Residential Pool Safety Notice

## AN IMPORTANT NOTICE ABOUT POOL SAFETY

The purpose of this notice is to educate residential pool\* owners on the legal requirements of pool ownership and proper pool safety. Each year in Arizona, too many young children are victims of drowning or near drowning. The Arizona State Legislature recognized this threat to the health and safety of children and passed A.R.S. § 36-1681 to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive the legal requirements of pool ownership and a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety.

## POOL ENCLOSURE REQUIREMENTS

At a residence with a swimming pool where one or more children under six years of age live in the residence:

A.R.S. § 36-1681 requires that a swimming pool be protected by an enclosure (wall, fence, or barrier) that surrounds the pool area. Unless a local code provides otherwise, the enclosure of a belowground or aboveground pool must:

- Entirely enclose the pool area;
- Be at least 5 feet high;
- Have no openings other than doors or gates, through which an object 4 inches in diameter can pass;
- Have no openings, handholds, or footholds accessible from the exterior side that can be used to climb the barrier; and
- Be at least 20 inches from the water's edge.

If, however, a residence or living area makes up part of the enclosure required by A.R.S. § 36-1681(B), there must be:

- A wall, fence, or barrier located between the swimming pool or other contained body of water and the residence or living area that:
  - Has a height of at least four feet;
  - Has no openings through which a spherical object four inches in diameter can pass;
  - Has a gate that opens outward from the pool and is self-closing and self-latching;
  - Has no openings, handholds, or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence, or barrier; and
  - Is at a distance of at least twenty inches from the water's edge;
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 ([www.astm.org](http://www.astm.org));

\* "Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intended for swimming, pursuant to A.R.S. § 36-1681(A).

\*\* Phoenix, Peoria, Tucson, and some other cities and unincorporated areas of Maricopa, Pima and Pinal Counties have different pool barrier requirements. Check with your city and county governments to see if they have adopted different pool barrier requirements.

Last modified on June 26, 2009.

- For each door or window in the residence or living area that has direct access to the pool:
  - A self-latching device that is located not less than fifty-four inches above the floor; and
  - Either a screwed in wire mesh screen covering a dwelling or guest room window or a keyed lock that prevents a dwelling or guest room window from opening more than four inches; or
- For an aboveground swimming pool, non-climbable exterior sides which are a minimum height of four feet and access ladders or steps that are removable and able to be secured when the pool is not in use.

#### **GATE REQUIREMENTS**

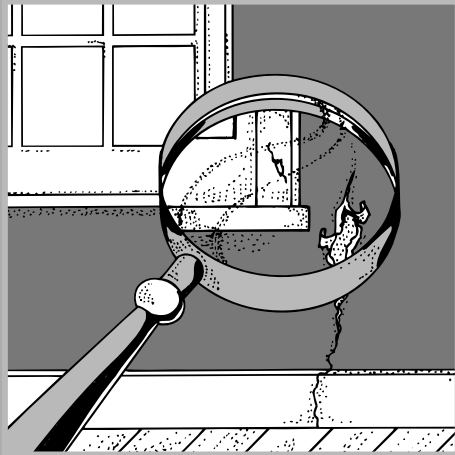
According to A.R.S. § 36-1681(B)(3), any gate in either the five-foot-tall wall, fence, or barrier enclosing a pool or the four-foot-tall wall, fence, or barrier between the residence or other living area and a pool must:

- Open outward from the pool
- Be self-closing and self-latching; and
- Have a latch:
  - Located at least fifty-four inches above the underlying ground;
  - Located on the pool side of the gate with the latch's release mechanism located at least five inches below the top of the gate and no opening greater than one-half inch with twenty-four inches of the release mechanism; or
  - Located at any height if secured by a padlock or similar device which requires a key, electric opening, or integral combination.

#### **ARIZONA DEPARTMENT OF HEALTH SERVICES POOL SAFETY RECOMMENDATIONS**

- Never leave a child unattended in the pool or pool area.
- Because flotation devices and swimming lessons are not substitutes for supervision, a child should always be watched when in or around the pool area.
- CPR/CCR instructions and the 911 emergency number (or local emergency number) should be posted in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All residential pool owners should attend water rescue and CPR/CCR classes.
- Lifesaving equipment should be easily accessible and stored in the pool area.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.
- In an emergency:
  - Shout for help;
  - Pull the child from the water;
  - Call 911 (or local emergency number) for help; and
  - After checking the child's airway and breathing, immediately begin CPR/CCR if necessary.

The state requirements contained in A.R.S. § 36-1681 may be superseded by local requirements that are equal to or more restrictive than the state requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

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

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**M**any 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.

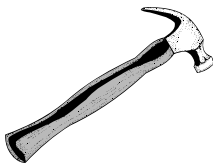
**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**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

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

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

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### **People can get lead in their body if they:**

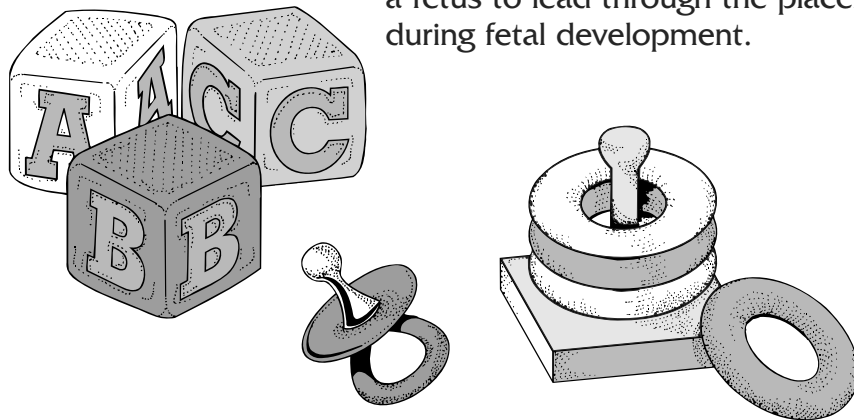
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

### **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:

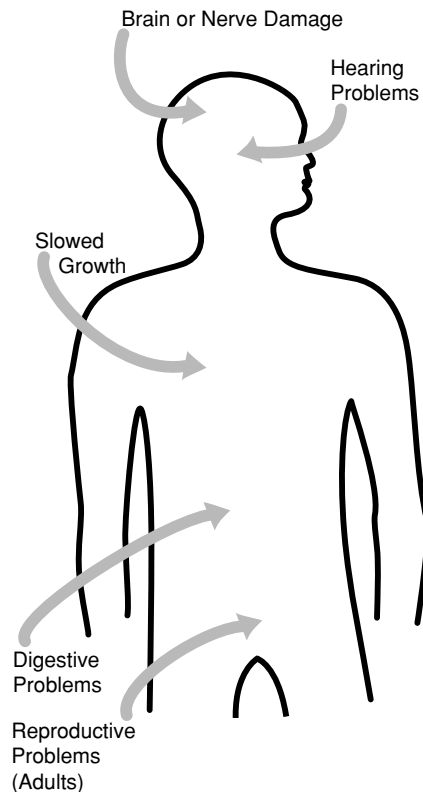
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.



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

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## Where Lead-Based Paint Is Found

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

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**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

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

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**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

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**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.

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

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## Checking Your Home for Lead

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

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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.

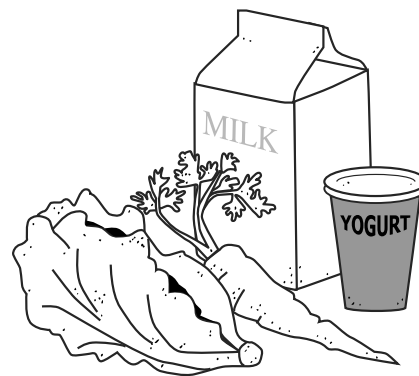
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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**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

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

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

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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

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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.



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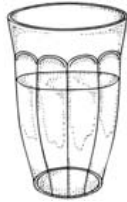
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

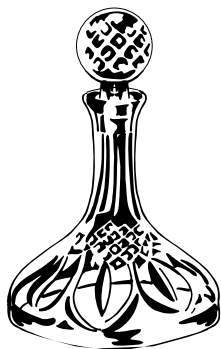
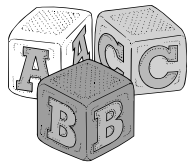
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While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

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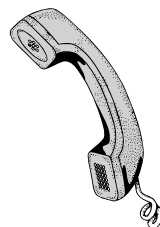
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

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### **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](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

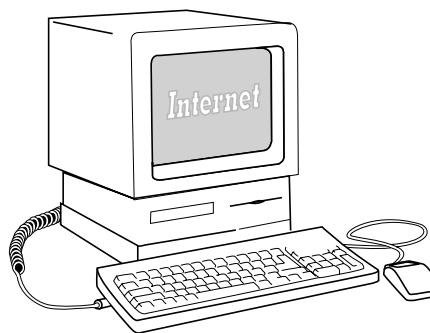


### **EPA's Safe Drinking Water Hotline**

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](http://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](http://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

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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-8J)  
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

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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

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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

EPA747-K-99-001  
June 2003

# 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.



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