



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 6/24)

Date 09/19/2024, Corey Smith, Ashly Wisehart ("Tenant")
and Bratty and Bluhm Property Management Rental Property Owner ("RPO"), Authorized
Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as:
601 Junipero Ave, Pacific Grove, CA 93950 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Corey Smith, Ashly Wisehart.
Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.
- C. The following personal property, maintained pursuant to **paragraph 11**, is included: stove, refrigerator, window coverings or ☐ (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. **TERM:** The term begins on (date) 10/02/2024 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☒ B. **Lease:** This Agreement shall terminate on (date) 09/30/2025 at 5:00 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$2,650.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to Bratty and Bluhm Property Management, ☐ wire/electronic payment to _____, or ☒ other Direct Bank Deposit. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
- (2) Rent shall be delivered to (name) Bratty and Bluhm Property Management (whose phone number is) (831)372-6400 at (address) 661 Lighthouse Avenue Suite F, Pacific Grove, CA 93950 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☒ if checked, rent may be paid personally, between the hours of 9am and 5:00pm on the following days Mon - Fri).
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☒ money order, or ☒ cashier's check.

- E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$3,650.00 as a security deposit.
(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
- B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
- C. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☒ held in Owner's Broker's trust account.



Premises: **601 Junipero Ave, Pacific Grove, CA 93950**

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- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- F. No interest will be paid on security deposit unless required by local law.
- G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, or ☐ wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>10/02/2024</u> to <u>10/31/2024</u> (date)	\$2,561.67		\$2,561.67	09/24/2024	Bratty & Bluhm
Security Deposit	\$3,650.00		\$3,650.00	09/24/2024	Bratty & Bluhm
Other _____					
Other _____					
Total _____	\$6,211.67		\$6,211.67	09/24/2024	Bratty & Bluhm

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 1) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ _____ or **5.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- ☒ A. Parking is permitted as follows: **In garage only.**

The right to parking ☒ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

- OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- ☒ A. Storage is permitted as follows: **Inside the Unit or inside garage only.**

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges:

except **sewer, trash and basic gardening**, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- ☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- ☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
- ☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.



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10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- ☐ A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- ☐ B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within **3 (or _____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
- ☒ C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or 7) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- ☐ D. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. ☐ Housing Provider ☒ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____
- C. ☒ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. ☐ Housing Provider ☒ Tenant shall maintain **personal potted plants (limit 6)**
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D**.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ _____ per _____.
- H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: **ice maker and/or water dispenser in refrigerator, if applicable, courtesy washer and dryer**
- I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

- ☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

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Tenant's Initials

CS

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Housing Providers Initials

_____/_____/_____

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601 Junipero -



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16. ☐ (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A.** The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____.
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.
- B.** If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. (Check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A.** Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ **10/2/2024**):

<input checked="" type="checkbox"/> 1 key(s) to Premises,	<input checked="" type="checkbox"/> 1 remote control device(s) for garage door/gate opener(s),
<input checked="" type="checkbox"/> 1 key(s) to mailbox,	<input type="checkbox"/> _____,
<input type="checkbox"/> key(s) to common area(s),	<input type="checkbox"/> _____,

- B.** Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.
- C.** If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A.** Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.
- B.** Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:
(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.
- C.** ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A.** In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.
- B.** Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

- A.** Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
- B.** This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
- C.** Any violation of this prohibition is a non-curable, material breach of this Agreement.

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Tenant's Initials

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Housing Providers Initials

_____/____/____



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Date: **09/19/2024**

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) ☐ Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) **See Addendum 2**

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C. ☒ Tenant shall obtain liability insurance, in an amount not less than **\$500,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☒ Portable Dishwasher ☒ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: **Bratty and Bluhm Property Management**
661 Lighthouse Avenue, Suite F
Pacific Grove, CA 93950

Tenant: **Corey Smith, Ashly Wisehart**
601 Junipero Ave, Pacific Grove, CA 93950
coreykaismith@gmail.com ashlywisehart10@gmail.com

Premises: **601 Junipero Ave, Pacific Grove, CA 93950**

Date: **09/19/2024**

- 33. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. REPRESENTATION**
- A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
- B. HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. MEDIATION:**
- A.** Consistent with **paragraphs 35B and 35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B.** The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ _____), except as provided in **paragraph 35A**.
- 37. C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. DISCLOSURES:**
- A. ☒ MOLD AND DAMPNES:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
- B. BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 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. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- D. ☒ RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- E. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- F. ☐ OTHER MATERIAL FACTS:** _____
- G. ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials

CS

AW

Housing Providers Initials

_____/_____/_____

RLMM REVISED 6/24 (PAGE 6 OF 9)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 6 OF 9)

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601 Junipero -



Premises: **601 Junipero Ave, Pacific Grove, CA 93950**

Date: **09/19/2024**

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Housing Provider's Brokerage Firm **Bratty and Bluhm Property Management** License Number **01773709**

Is the broker of (check one): ☒ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).

Housing Provider's Agent **William C. Bluhm, President** License Number **01773709**

Is (check one): ☒ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

Tenant's Brokerage Firm License Number _____

Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).

Tenant's Agent License Number _____

Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. ☐ TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

46. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

47. OTHER TERMS AND CONDITIONS: If checked, the following ATTACHED documents are incorporated in this Agreement:

☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

☒ Other Documents/Addenda: **See Attached Addendums**

☐ Other Terms: _____

48. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 51** or **52** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

49. ☐ INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

50. The Premises is being managed by Owner, (or, if checked):

☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section

☒ Property Management firm immediately below

Real Estate Broker (Property Manager) **Bratty and Bluhm Property Management** DRE Lic # **01773709**

(Agent) **William C. Bluhm, President** DRE Lic # **01773709**

Address **661 Lighthouse Suite F, Pacific Grove, CA 93950** Telephone # **(831)372-6400**

Premises: **601 Junipero Ave, Pacific Grove, CA 93950**

Date: **09/19/2024**

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

51. Tenant agrees to rent the Premises on the above terms and conditions.

- A. ☐ ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 48** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is: _____.
 - (4) A. If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - B. If Property is sold under the jurisdiction of a probate court, identify Tenant as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
 - (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

B. TENANT SIGNATURE(S):

(Signature) By, Corey Smith Date: 09/20/2024

Printed name of Tenant: **Corey Smith**

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address **601 Junipero Ave** City **Pacific Grove** State **CA** Zip **93950**

Telephone **(949)274-3894** Text _____ E-mail **coreykaismith@gmail.com**

(Signature) By, Ashly Wisehart Date: 09/20/2024

Printed name of Tenant: **Ashly Wisehart**

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address **601 Junipero Ave** City **Pacific Grove** State **CA** Zip **93950**

Telephone **(559)280-3656** Text _____ E-mail **ashlywisehart10@gmail.com**

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

- ☒ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) **Martin Smith**

Guarantor Martin Smith Date 09/21/24

Address **333 Binscarth Rd** City **Los Osos** State **CA** Zip **93402**

Telephone **(949)275-2881** Text _____ E-mail **msmith92663@gmail.com**

Tenant's Initials

CS

AW

Housing Providers Initials

_____/_____/_____



Premises: **601 Junipero Ave, Pacific Grove, CA 93950**

Date: **09/19/2024**

52. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 48** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) A. If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B. If Property is sold under the jurisdiction of a probate court, identify Housing Provider as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: **Bratty and Bluhm Property Management**

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address **661 Lighthouse Ave Ste F** City **Pacific Grove** State **CA** Zip **93950**

Telephone **(831)372-6400** Text _____ E-mail **rentals@brattyandbluhmrentals.com**

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials CS / AW Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm **Bratty and Bluhm Property Management** DRE Lic. # **01773709**

By (Agent) **William C. Bluhm, President** DRE Lic. # **01773709** Date _____

Address **661 Lighthouse Ave Ste F** City **Pacific Grove** State **CA** Zip **93950**

Telephone **(831)372-6400** Text **(877)777-2058** E-mail **rentals@brattyandbluhmrentals.com**

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 9 OF 9)

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601 Junipero -





BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated 09/19/2024, on property known as 601 Junipero Ave, Pacific Grove, CA 93950

in which Corey Smith, Ashly Wisehart is referred to as "Tenant" and Bratty and Bluhm Property Management is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) Corey Smith Date 09/20/2024

Tenant (Signature) Ashly Wisehart Date 09/20/2024

Housing Provider (Signature) _____ Date _____

Housing Provider (Signature) Bratty and Bluhm Property Management Date _____

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BBD REVISED 6/23 (PAGE 1 OF 1)



BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated 09/19/2024, on property known as 601 Junipero Ave, Pacific Grove, CA 93950, in which Corey Smith, Ashly Wisehart is referred to as ("Tenant") and Bratty and Bluhm Property Management is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- The owner has actual knowledge of that fact.
 - The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
 - The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
 - The owner currently carries flood insurance.
- The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
 - The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
 - The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) Corey Smith Date 09/20/2024
Corey Smith
 Tenant (Signature) Ashly Wisehart Date 09/20/2024
Ashly Wisehart
 Housing Provider (Signature) Bratty and Bluhm Property Management Date _____
 Housing Provider (Signature) _____ Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020

TFHD Revised 6/23 (PAGE 1 OF 1)



TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)

Bratty and Bluhm Property Management, 661 Lighthouse Avenue Suite F Pacific Grove CA 93950
 William Bluhm

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601 Junipero -



RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions.
Check with a qualified California real estate attorney before proceeding.)
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 09/19/2024 on property known as 601 Junipero Ave, Pacific Grove, CA 93950 in which Corey Smith, Ashly Wisehart is referred to as "Tenant" and Bratty and Bluhm Property Management is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☒ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
 - A. Default in payment of rent.
 - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (signature)	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: left;"> <i>Corey Smith</i> </div> <div style="text-align: right;"> <i>Corey Smith</i> </div> </div>	Date	09/20/2024
Tenant (signature)	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: left;"> <i>Ashly Wischart</i> </div> <div style="text-align: right;"> <i>Ashly Wischart</i> </div> </div>	Date	09/20/2024
Housing Provider (signature)	<i>Bratty and Bluhm Property Management</i>		
Housing Provider (signature)	Date		

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525 South Virgil Avenue, Los Angeles, California 90020





FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords/Housing Providers
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

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601 Junipero -

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Corey Smith Authentisign Corey Smith Date 09/20/2024

Buyer/Tenant Ashly Wischart Authentisign Ashly Wischart Date 09/20/2024

Seller/Housing Provider Bratty and Bluhm Property Management Date _____

Seller/Housing Provider _____ Date _____

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601 Junipero -



Authentisign
Ashly Wisehart

09/20/24

Authentisign
Corey Smith

09/20/24

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.





CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM No. 1

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____, dated September 19, 2024, on property known as 601 Junipero Ave

Pacific Grove, CA 93950 ("Property/Premises"), in which Corey Smith, Ashly Wisehart is referred to as ("Buyer/Tenant") and Bratty and Bluhm Property Management is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

SECTION 25249.5 ET SEQ. of the California Health and Safety Code: Provided in accordance with Proposition 65, WARNING: the State of California requires that we warn you that this apartment community contains chemicals known to the State of California to cause cancer and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes and smoke from tenant and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, asbestos, lead based paint. (STATED IN ACCORDANCE WITH PROPOSITION 65, CALIFORNIA HEALTH AND SAFETY CODE 25249.5 ET SEQ.)

Tenant is aware that no yard equipment (trampoline, zip line, rock wall, etc) can be placed on property unless pre-approved by owner. Photo of proposed equipment must accompany the request.

Tenant agrees to test and maintain smoke and CO detectors. Tenant agrees to keep smoke and CO detectors up at all times, to replace batteries as needed, and to notify Bratty and Bluhm Property Management when detectors are at the end of life. Tenants who damage or lose smoke or CO detectors will be charged the cost of replacing them.

Tenants understand they have 72 hours from the lease being sent out to sign the lease. Tenants understand that if the lease is not signed in time the offer will become void and may be offered to another applicant.

Tenants are responsible for honoring the properties quiet hours, which are from 10pm at night until 7am on weekdays and 8am on weekends. The tenant is also responsible for complying with local noise ordinances such as prohibitions against "offensive or excessive noise" which may occur during day time hours. Violation of this clause is a breach of contract and multiple offenses can lead to the termination of the lease.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant Corey Smith Date 09/20/2024

Corey Smith

Buyer/Tenant Ashly Wisehart Date 09/20/2024

Ashly Wisehart

Seller/Landlord _____ Date _____

Bratty and Bluhm Property Management

Seller/Landlord _____ Date _____

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ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Bratty and Bluhm Property Management, 661 Lighthouse Avenue Suite F Pacific Grove CA 93950
William Bluhm

Phone: (831) 372-6400
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: (877) 777-2058
www.lwolf.com

601 Junipero -



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM No. 2

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____,

dated September 19, 2024, on property known as 601 Junipero Ave,

Pacific Grove, CA 93950 ("Property/Premises"),

in which Corey Smith, Ashly Wisehart is referred to as ("Buyer/Tenant")

and Bratty and Bluhm Property Management is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

Tenant agrees to have the property cleaned and in rent ready condition prior to handing over the keys to Bratty and Bluhm Property Management. If the property is not cleaned and in rent ready condition, the tenant will be charged prorated rent for each day that it takes to have it cleaned and returned to the same condition in which it was received.

Tenant agrees to have carpet professionally cleaned upon move out and to provide Bratty and Bluhm Property Management with the receipt. Carpets must be dry for the move out inspection to take place. Note: Carpets usually take a minimum of 24 hours to dry.

Tenant agrees to give Bratty and Bluhm Property Management the right to enter the property for the purpose of making periodic inspections with 24 hours notice.

If Tenant is locked out of premises at any time other than normal Bratty and Bluhm business hours (except holidays) it is Tenant's responsibility to hire a locksmith, at Tenant's sole expense, to provide access to the premises.

Tenant is aware that some cooking odors can be considered a nuisance to neighbors, tenants, and prospective tenants. If a cooking odor is considered a nuisance, tenants agree to take full responsibility for removing any odors in the unit or other affected units during tenancy. This includes but is not limited to: charges for cleaning/deodorizing fees and painting fees upon move out.

Tenant is notified that the property, 602 Forest Avenue Pacific Grove CA 93950, shares a water meter with 601 Junipero Ave Pacific Grove CA 93950. Although it is difficult to determine the exact usage by each tenant, Housing Provider has determined the following reasonable allocation of water utilities based on square footage, potential number of occupants and other factors: 70% to 602 Forest Ave for water and 30% to 601 Junipero Ave.

Housing Provider will charge tenant 30% allocation of water monthly.

Tenants acknowledge that hood of stove sits low and may impact cookware used on the stove.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant Corey Smith Date 09/20/2024

Corey Smith

Buyer/Tenant Ashly Wisehart Date 09/20/2024

Ashly Wisehart

Seller/Landlord _____ Date _____

Bratty and Bluhm Property Management

Seller/Landlord _____ Date _____

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CALIFORNIA
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OF REALTORS®

ADDENDUM No. 3

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____, dated September 19, 2024, on property known as 601 Junipero Ave

Pacific Grove, CA 93950 ("Property/Premises"), in which Corey Smith, Ashly Wisehart is referred to as ("Buyer/Tenant") and Bratty and Bluhm Property Management is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

Tenant is aware that mold, mildew or fungus commonly grows in or about structures and residences on the Monterey Peninsula. Mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the premises, it can cause mold to grow. Tenant is aware that it is Tenant's responsibility to keep the premises clean of mold, mildew or any fungus, clean up surface growth as quickly as possible and report water intrusion.

Tenant acknowledges they have had sufficient time to inspect the premises for mold, mildew or fungus and found the premises safe and suitable (including any allergies and sensitivity.) Tenants agree they will be responsible for any illness, loss, claim or damage resulting from Tenant not sufficiently maintaining the property, such as cleaning any mold. If Tenant does not take appropriate steps in a timely manner to treat or prevent substance growth, or report any significant water or substance growth, the Landlord and any employees, agents or successors are not responsible for the repairs.

Tenants are advised to keep up to date on recommended mold cleaning methods, such as guidelines from the CDC and local government body's to safely clean mold. The following are steps locals use to prevent moisture accumulation:

- 1. Keep beds and furniture an inch or two from the walls (vs. right up against them)**
- 2. Wipe up/dry visible condensation on windows and surfaces**
- 3. Open windows/ run exhaust fans when showering and 30 minutes after**
- 4. Purchase (at tenants cost) and use dehumidifiers**
- 5. Use the heater to keep the home from becoming cold and damp**
- 6. Clean any visible signs of mold and mildew immediately (typically locals use vinegar and water, dry the area, and then use a bleach and water solution)**
- 7. Keep the blinds open so that light can enter the property**
- 8. Open the windows and air out the property periodically to make sure the property is well ventilated**
- 9. Closely monitor any areas that tend to attract visible signs of mold/mildew**

Tenants will take extreme care when using bleach products to avoid spilling on carpeted areas or other surfaces that may be damaged by bleach. Tenant understands not to mix cleaning products containing bleach and to always read product directions for safe use.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant Corey Smith Date 09/20/2024

Buyer/Tenant Ashly Wisehart Date 09/20/2024

Ashly Wisehart

Seller/Landlord _____ Date _____

Bratty and Bluhm Property Management

Seller/Landlord _____ Date _____

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EARLY TERMINATION OPTION ADDENDUM

This Early Termination Option Addendum (“**Addendum**”) is made part of the Residential Lease/Rental Agreement (“**Agreement**”) dated September 19, 2024 between Bratty and Bluhm Property Management (“**Landlord**”) and Corey Smith, Ashly Wischart (“**Resident**”) for the property at 601 Junipero Ave, Pacific Grove, CA 93950 (the “**Property**”),

Resident is expected to remain a Resident for the entire term specified in the Agreement. If Resident fails to do so, Resident will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the Agreement term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes the Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.

To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate the Agreement early, rather than remaining liable for rent due through the end of the Agreement term. To exercise this option, Resident must deliver to Landlord:

- a written notice stating that Resident has elected to exercise this option;
- an early termination option fee of \$5300;
- rent and other amounts due through the accelerated termination date.

When Landlord has received the written notice and payment, and has signed the notice, the Agreement termination date will be amended. The new termination date will be the date specified in the notice which must be at least thirty (30) days after the written election and payment are given to Landlord. Exercise of the early termination option will affect only Resident’s rent obligations after the accelerated termination date; Resident must comply with all other Agreement obligations.

The notice will not accelerate the termination date if:

- Resident is in default under the Agreement at the time that Resident gives notice of Resident’s exercise of the option;
- Resident provides the notice unaccompanied by the fee above; or
- Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the Property before the termination date specified in the Agreement.

Date: _____

09/20/24

Landlord

AuthentiSIGN
Corey Smith

Date: _____

09/20/24

Resident

AuthentiSIGN
Ashly Wischart

Date: _____

Resident



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated 09/19/2024, on property known as: 601 Junipero Ave, Pacific Grove, CA 93950 ("Property") in which Corey Smith, Ashly Wisehart is referred to as Buyer or Tenant and Bratty and Bluhm Property Management is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:
this property was constructed prior to 1978 and more than likely contains lead based paint.

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Housing Provider Bratty and Bluhm Property Management

Date

Seller or Housing Provider

Date

CS

AW



Property Address: **601 Junipero Ave, Pacific Grove, CA 93950**

Date **September 19, 2024**

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Bratty and Bluhm Property Management

Agent (Broker representing Seller or Housing Provider)
(Please Print)

By

Associate-Licensee or Broker Signature
William C. Bluhm, President

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

 **Corey Smith**

09/20/2024

Buyer or Tenant
Corey Smith

Date

 **Ashly Wisehart**

09/20/2024

Buyer or Tenant
Ashly Wisehart

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.


Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

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LPD 12/21 (PAGE 2 OF 2)



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)

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601 Junipero -



LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated 09/19/2024, on property located at (Street Address) 601 Junipero Ave (Unit/Apartment) _____ (City) Pacific Grove (State) CA (Zip Code) 93950 ("Premises"), in which Corey Smith, Ashly Wisheart is referred to as "Tenant" and Bratty and Bluhm Property Management is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: See Addendum #3
 - A. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
 - B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
 - C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
 - D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
 - E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
 - F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
 - G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
 - H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
 - I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
 - J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☐ **MOLD AND DAMPNES:** Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) Corey Smith Corey Smith Date 09/20/2024

Tenant (Signature) Ashly Wisheart Ashly Wisheart Date 09/20/2024

Housing Provider (Signature) Bratty and Bluhm Property Management Date _____

Housing Provider (Signature) _____ Date _____

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LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

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William Bluhm Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Authentisign
Ashly Wisehart

09/20/24

Authentisign
Corey Smith

09/20/24

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

RESIDENTIAL ENVIRONMENTAL HAZARDS: *A Guide For Homeowners, Homebuyers, Landlords and Tenants* **2011**

This guide was originally developed by M. B. Gilbert Associates, under contract with the California Department of Real Estate in cooperation with the California Department of Health Services. The 2005 edition was prepared by the California Department of Toxic Substances Control, in cooperation with the California Air Resources Board and the California Department of Health Services, and meets all State and Federal guidelines and lead disclosure requirements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992. The 2005 edition incorporates the Federal "Protect Your Family from Lead" pamphlet. The 2011 update was developed by the California Department of Toxic Substances Control. This booklet is offered for information purposes only, not as a reflection of the position of the administration of the State of California.

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Introduction

The California Departments of Real Estate and Health Services originally prepared this booklet in response to the California legislative mandate (Chapter 969, Statutes of 1989, AB 983, Bane) to inform the homeowner and prospective homeowner about environmental hazards located on and affecting residential property.

The 2005 edition was prepared by the California Department of Toxic Substances Control, in cooperation with the California Air Resources Board and the California Department of Health Services' Childhood Lead Poisoning Prevention Program, Radon Program, and Division of Drinking Water and Environmental Management, in response to a 1994 legislative mandate (Chapter 264, Statutes of 1994, AB 2753, Sher). The 1994 legislation also requires this booklet to consolidate the California disclosure requirements (Ch. 969, Statutes of 1989) and the federal disclosure requirements (The Residential Lead-Based Paint Hazard Reduction Act of 1992).

The information contained in this booklet is an overview of some environmental hazards which may be found on or in residential property and which may affect residential real estate. Since this booklet is not meant to be all inclusive, it should be used only for general guidance. Although law requires the disclosure of known hazards, an environmental survey may be conducted to obtain further information. Homeowners, tenants, and prospective homeowners may wish to obtain other literature for additional information on hazards of concern.

In California, sellers are required to disclose the presence of any known environmental hazard. A statement that the homeowner is unaware of environmental hazards is not a guarantee that the property is free of such hazards. It is in the homeowner's and prospective homeowner's interest to know what hazards are common, where they are found, and how they might be mitigated. This booklet will provide homeowners and prospective homeowners with the information and additional resources needed to make an informed decision about environmental hazards that may be present on a property.

Because of the contribution of household hazardous wastes to the problem of hazardous waste disposal, a section on proper storage and disposal of household hazardous products is included. In discussing health impacts of hazardous substances, lifetime exposure to low levels is emphasized because the resident is more likely to encounter this type of exposure than exposure to high levels of hazards for a short time. Sources of additional information and a list of government agencies are provided for further information.

Pursuant to AB 983, if this environmental hazards booklet is made available to homeowners or prospective homeowners, real estate licensees and home sellers are not required to provide additional information on such hazards. However, delivery of this publication to homeowners or prospective homeowners does not relieve home sellers

and real estate licensees of the responsibility to disclose the existence of environmental hazards when such hazards are known to them.

The material is presented with the understanding that the publisher is not engaged in offering legal or other professional advice. If legal or other expert assistance is required, the services of a skilled professional should be obtained.

CHAPTER I ASBESTOS

What is Asbestos?

Asbestos is the name given to a number of naturally occurring fibrous silicate minerals that have been mined for their useful properties such as thermal insulation, chemical and thermal stability, and high tensile strength. The three common types of asbestos are chrysotile, amosite, and crocidolite. Chrysotile, also known as white asbestos and a member of the serpentine mineral group, is the most common. Asbestos can only be identified under a microscope.

Where is asbestos found in the home?

Asbestos has been used in many products found in the home that provide insulation, strength, and fire protection. In 1989, the U.S. Environmental Protection Agency (U.S. EPA) announced a phased ban of asbestos products to be completed by 1996. However, in 1991, the U.S. Fifth Circuit Court of Appeals overturned and remanded the asbestos ban and phase-out rule to EPA. Today, most asbestos products can still be legally manufactured, although production of asbestos containing materials has decreased dramatically since the late 1970s. The most common items in the home that may contain asbestos are:

- Vinyl flooring
- Duct wrapping on heating and air conditioning systems
- Insulation on hot water pipes and boilers
- Some roofing shingles, and siding
- Vermiculite attic insulation
- Ceiling and wall insulation
- Sheet rock taping compounds and some ceiling materials

Asbestos that has been sprayed on ceilings often has a spongy, "cottage cheese" appearance with irregular soft surfaces. Asbestos troweled on walls has a textured, firm appearance. Vermiculite attic insulation, found both in the attic between trusses and in-between walls, also has the potential to contain asbestos. Vermiculite attic insulation is a pebble-like, pour-in product and is usually light-brown or gold in color.

Manufacturers can provide information on the asbestos content of home products. A certified asbestos consultant can be hired to test building material and determine whether or not asbestos is present and to give advice about how to take care of it safely. Current asbestos bulk testing methods may be insufficient to determine the presence of asbestos in vermiculite attic insulation. For more information on vermiculite, see U.S. EPA's Protect Your Family from Asbestos-Contaminated Vermiculite at www.epa.gov/asbestos/pubs/verm_questions.html.

How is asbestos harmful?

Intact or sealed (painted or taped over) asbestos is not harmful unless it becomes damaged and friable. Friable means the material can be easily crushed or pulverized to a powder by hand pressure. Friable materials have a higher potential to release fibers. Asbestos fibers that are released into the air and inhaled can accumulate in the lungs and pose a health risk. This risk can be divided into two general categories: risk of asbestosis (lung scarring); and increased risk of cancer.

The U.S. EPA classifies asbestos as a known human carcinogen. If asbestos fibers are inhaled, the chance of contracting lung cancer or mesothelioma (cancer of the lining of the chest or abdomen) increases. The more asbestos is inhaled, the greater risk of developing cancer. Smokers who are exposed to high levels of asbestos have a much greater risk of developing lung cancer than nonsmokers exposed to the same level. Symptoms of cancer may not develop until 10-40 years after the first exposure to asbestos.

Is there a safe level of asbestos?

There is no safe level of asbestos exposure. The more asbestos fibers you inhale, the greater your risk of developing lung cancer and asbestos-related disease. Exposure to asbestos should always be avoided.

How can asbestos content in materials be determined?

When you suspect asbestos is present in building materials, it is important to have the materials tested by a qualified laboratory. Visual inspection alone is not enough to identify the presence of asbestos. It is recommended that you contact a certified asbestos consultant to take samples of potential asbestos containing materials and have them tested by a qualified laboratory. A list of asbestos consultants who have been certified by the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) for evaluating building materials and recommending a course of action may be obtained on the Internet at www.dir.ca.gov/Databases/doshacru/acruList.asp or by calling 510-286-7362.

How should the homeowner repair or remove asbestos?

Repair or removal of asbestos by the homeowner may be unwise if the damage is severe, since it may result in unnecessary exposure to airborne fibers. In cases where planned remodeling projects are expected to damage asbestos-containing materials, it is wise to hire a qualified contractor to remove the material. The homeowner should use the following guidelines in choosing a qualified contractor:

- Check to see if the contractor is licensed by the California Contractors State License Board and registered with the California Department of Industrial

Relations, Division of Occupational Safety and Health (Cal/OSHA) for doing asbestos work.

- Be aware that some contractors may remove material incorrectly and still charge a substantial fee.
- Require references from the contractor and check them to see if the contractor's work is satisfactory.
- Require the contractor to specify his safety procedures in writing.

The homeowner can expect to pay three times as much for a small removal job than a large one as it is expensive for a contractor to set up all the necessary safety equipment. You should consider hiring a certified asbestos consultant to review safety procedures and oversee the performance of the contractor.

Does the law require asbestos mitigation?

Asbestos mitigation is at the discretion of the homeowner. Even if material contains asbestos, the homeowner may choose to leave it alone or, if necessary, repair it. If the home owner chooses to do his or her own repairs, the home owner must comply with the law. The free Department of Toxic Substances Control fact sheet "Managing Asbestos Waste" is available on the DTSC Web site at www.dtsc.ca.gov/PublicationsForms/upload/OAD_FS_Asbestos1.pdf

What about naturally occurring asbestos that is found near the home?

Naturally Occurring Asbestos (NOA) includes six regulated naturally occurring minerals (actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite) and is commonly found in California within serpentine and other ultramafic rocks and soils of the Coastal Ranges, Klamath Mountains, and the Sierra Nevada Mountains. The California Geological Survey has produced a map that identifies areas more likely to contain NOA in California. The map may be found online at www.consrv.ca.gov/cgs/minerals/hazardous_minerals/asbestos/index.htm.

Asbestos fibers may be released into the air as a result of activities which disturb NOA-containing rock or soils. Development construction activities in areas that contain NOA may release asbestos. Also, driving on roads or driveways surfaced with asbestos containing gravel, such as serpentine, may release asbestos. The California Air Resources Board (ARB) has established Asbestos Airborne Toxic Control Measures (ATCMs) to regulate the surfacing of roads with asbestos-containing gravels and construction and grading activities in areas potentially containing asbestos. For more information about naturally occurring asbestos, go to www.arb.ca.gov/toxics/abestos/abestos.htm.

Hotlines:

For information on the identification and abatement of asbestos hazards in the home, and other information about asbestos visit the U.S. EPA Asbestos Web site at

www.epa.gov/asbestos.

For technical assistance and information about:

- Toxic Substances Control Act (TSCA);
- Regulations and programs administered under TSCA, including asbestos, lead-based paint, and PCB's; and
- EPA's 33/60 voluntary pollution prevention program;

Contact the Toxic Substances Control Act Assistance Information Service (T.A.I.S.), Washington, D.C. at:

Telephone: (202) 554-1404

Fax: (202) 554-560

E-mail: tsca-hotline@epa.gov

Publications:

Indoor Air Quality Infosheet - Asbestos

This free publication is available from:

American Lung Association

Environmental Health Department

909 12th Street

Sacramento, CA 95814

Telephone: (800) LUNG-USA [(800) 586-4872]

***The Inside Story - A Guide to Indoor Air Quality
Asbestos in Your Home***

These free publications are available from:

U.S. EPA Indoor Air Quality Information Clearinghouse

P.O. Box 37133

Washington, D.C. 20013-7133

Telephone: (800) 438-4318

FAX: (202) 484-1510

E-mail: iaqinfo@aol.com

Web: www.epa.gov/iaq

Asbestos in the Home and Workplace

This list is available on the Internet from:

California Department of Health Services

Indoor Air Quality Program

http://www.cdph.ca.gov/programs/IAQ/Documents/IAQ_Asbestos_2000-03.pdf

List of Certified Asbestos Consultants

This list is available on the Internet or by mail for \$8.00 from:

California Department of Industrial Relations
Division of Occupational Safety and Health (Cal/OSHA)
Asbestos Consultant Certification Unit
2211 Park Towne Circle, Suite 1
Sacramento, CA 95825
Telephone: (916) 574-2993
Web: www.dir.ca.gov

List of Asbestos Abatement Contractors

This list is available for \$25.00 from:

California Department of Industrial Relations
Division of Occupational Safety and Health (Cal/OSHA)
Asbestos Contractor Registration Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Telephone: (415) 703-5190
Web: www.dir.ca.gov

What You Should Know Before You Hire a Contractor

This free publication is available from:

California Contractors State License Board
9835 Goethe Road
P.O. Box 26000
Sacramento, CA 95827
Telephone: (800) 321-2752 (To receive the publication, leave your name and address on message phone.)

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

CHAPTER II CARBON MONOXIDE

What is carbon monoxide?

Carbon Monoxide (CO) is an odorless, colorless and tasteless gas. It is highly toxic to humans and animals in higher quantities.

Because it is impossible to see, taste or smell, breathing CO can incapacitate or kill you before you are aware it is present in your home. At lower concentrations, CO may produce flu-like symptoms, including headache, dizziness, disorientation, nausea and fatigue.

What are the sources of carbon monoxide in the home?

CO is the result of incomplete combustion of carbon fuels and is produced from both man-made and natural sources. Typical sources of CO in the home are:

- Unvented kerosene and gas space heaters
- Gas water heaters
- Improperly adjusted or maintained furnaces or boilers
- Wood stoves and fireplaces
- Gas stoves and ovens
- Gasoline powered equipment, such as generators
- Automobile exhaust
- Tobacco smoke

How is carbon monoxide harmful?

Following inhalation, CO combines with hemoglobin in the blood producing carboxyhemoglobin, which is ineffective in delivering oxygen to the body tissues. Carbon monoxide binds to other molecules such as myoglobin and mitochondrial cytochrome oxidase and may cause significant damage to the heart and central nervous system.

At low concentrations, CO exposure may result in fatigue in healthy individuals and chest pain in people with heart disease. At higher concentrations, CO may result in headache, nausea, dizziness, confusion, impaired vision, angina and reduced brain function, depending upon the concentration in air and length of exposure. Exposure to very high concentrations of CO can be fatal.

Breathing high levels of CO during pregnancy may result in miscarriage. Breathing moderate levels of CO during pregnancy can result in slower than normal mental development of your child. In animal studies, exposure to CO during pregnancy had

effects on birth weight, the heart, the central nervous system and development. Children with asthma may be more susceptible to respiratory effects following exposure to CO.

What levels of carbon monoxide are found in the home?

Typical levels in homes with no gas appliances range from 0.5 to 5 parts per million (ppm). Levels measured near properly adjusted gas appliances were between 5 and 15 ppm, while levels near poorly adjusted appliances can be 30 ppm or higher.

Is there a safe level of carbon monoxide?

No standards for CO have been adopted for indoor air. The National Ambient Air Quality Standards for outdoor air are 9 ppm for eight hours and 35 ppm for one hour. The State of California Air Resources Board (ARB) air quality standards for CO are 9 ppm for eight hours and 20 ppm for one hour. The State of California, Office of Environmental Health Hazard Assessment (OEHHA) established an acute, one hour exposure level of 23,000 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$) or 20 ppm for CO. This exposure level was based on heart toxicity.

Can carbon monoxide be detected and measured?

California Senate Bill 183 (SB 183) will require owners of single family homes that have a fossil-fuel burning appliance, fireplace or attached garage to install a CO alarm(s) by July 1, 2011. CO detectors trigger an alarm based on accumulation of CO over time or continuous detection of CO.

What can be done to reduce exposure to carbon monoxide?

Always make sure that gas appliances are maintained and properly installed. Here are some common tips to reduce potential CO levels in your home:

- Make sure appliances that burn natural gas, kerosene or other fuels are properly installed and vented.
- Have all appliances maintained on a regular basis.
- Always follow the manufacturer's recommendations and instructions for installation of these devices.
- Do not use portable gas heaters in enclosed indoor settings.
- Do not let your car idle for long periods of time inside the garage.
- Install and use an exhaust fan vented to the outside over gas stoves.
- Make sure the flue is open when using your fireplace.
- Use properly sized wood stoves certified to meet emission standards.
- Most importantly, install carbon monoxide detectors throughout the home.

Links to Additional Information on Carbon Monoxide:

U.S. EPA, An Introduction to Indoor Air Quality (IAQ), Basic Information on Pollutants and Sources of Indoor Air Pollution, Carbon Monoxide,

www.epa.gov/iaq/co.html

OEHHA, Impacts of Criteria Air Pollutants on the Respiratory Health of Children

www.oehha.ca.gov/public_info/public/kids/pdf/balmes.pdf

USFA, DHS, Exposing an Invisible Killer: The Dangers of Carbon Monoxide

www.usfa.dhs.gov/citizens/co/fswy17.shtm

Centers for Disease Control and Prevention (CDC), Carbon Monoxide Poisoning Fact Sheet

www.cdc.gov/co/faqs.htm

Agency for Toxic Substances Disease Registry, CDC, ToxFAQs for Carbon Monoxide

www.atsdr.cdc.gov/toxfaqs/tf.asp?id=1163&tid=25

American Lung Association, Carbon Monoxide Indoors

www.lungusa.org/healthy-air/home/resources/carbon-monoxide-indoors.html

US Consumer Product Safety Commission (CPSC), Carbon Monoxide Questions and Answers

www.cpsc.gov/cpsc/pub/pubs/466.html

CHAPTER III FORMALDEHYDE

What is formaldehyde?

Formaldehyde is a colorless, pungent gas that is soluble in water and most organic solvents. It is used as a raw material in the manufacture of building materials, many consumer products, and some fabrics. Formaldehyde is found in the outdoor air at an average concentration of approximately 3 parts per billion (ppb) or 3.7 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$).

How is formaldehyde harmful?

The Office of Environmental Health Hazard Assessment (OEHHA) has concluded that exposures to formaldehyde can cause cancer in humans. In 2004, the International Agency for Cancer Research upgraded formaldehyde to a Group I (known human) carcinogen, based on human epidemiology studies of nasopharyngeal cancer. Exposure to airborne formaldehyde may also cause other illnesses, such as irritation to the eyes, skin, and respiratory tract; coughing; sore or burning throat; nausea; and headaches. Formaldehyde may also worsen asthma or allergy symptoms in those with such pre-existing sensitivities. Reducing exposures to formaldehyde will reduce these health risks.

What levels of formaldehyde are found in the home?

The average formaldehyde concentration inside California homes is about 14 ppb ($17 \mu\text{g}/\text{m}^3$) in conventional homes and 37 ppb ($45 \mu\text{g}/\text{m}^3$) in manufactured homes. Formaldehyde concentrations have been measured at levels greater than 200 ppb ($246 \mu\text{g}/\text{m}^3$) in both manufactured and new conventional homes. However, concentrations inside manufactured homes are generally higher than those in conventional homes due to the increased use of composite wood products.

What are the sources of formaldehyde in the home?

Indoor sources are the major cause of exposures to formaldehyde because people spend most of their time indoors, and there are many indoor sources of formaldehyde that typically produce concentrations several times higher than outdoor levels. Composite wood products are probably the greatest source of formaldehyde in the home. Other sources include other building materials such as some paints, coatings, and wallpaper; some consumer products such as fingernail products; permanent pressed fabric such as clothing and draperies; and combustion sources such as cigarettes and gas appliances.

What are composite wood products?

Plywood, particleboard, and oriented strandboard are composite wood products that are bound together with formaldehyde-containing resins. The two most commonly used resins are urea-formaldehyde and phenol-formaldehyde. Composite wood products used within the home include:

- Particleboard - used for cabinetry, subflooring, shelving, and furniture
- Hardwood plywood - used in paneling, furniture, and as a wall covering
- Medium density fiberboard - used in cabinets, doors, table tops, furniture, and shelving
- Oriented strandboard and softwood plywood - used for exterior use and subflooring, which are manufactured using low-emitting phenol-formaldehyde resins

Why is formaldehyde emitted from these products?

In the production of the resins, not all formaldehyde is bound tightly. Unbound or free formaldehyde can be released later as a gas from composite wood products. Formaldehyde emissions are highest from products made with urea-formaldehyde resins and new products. Emissions ordinarily decrease to low levels over time, as the product ages and off-gasses. If properly manufactured, composite wood products that incorporate phenol-formaldehyde resins do not release significant amounts of formaldehyde.

Is urea-formaldehyde foam a significant source of formaldehyde in homes?

Urea-formaldehyde foam insulation (UFFI) was installed in the wall cavities of some homes during the 1970s and has been used in the manufacture of mobile homes. The Consumer Product Safety Commission banned the use of UFFI in homes and schools in 1982. Although a Federal Court subsequently removed this ban for procedural reasons, UFFI is not currently being installed in homes in California because it does not meet the insulation standards of the California Energy Commission. In homes where UFFI was installed prior to 1982, formaldehyde concentrations have declined with time to levels that are generally comparable to those in homes without UFFI.

How can formaldehyde be detected and measured?

Levels of formaldehyde can be measured by chemical analysis of air samples collected indoors. In general, ambient air monitoring of formaldehyde is done on a 24-hour or several day basis using standard analytical techniques and methods established by federal and state agencies. A useful indicator of the presence of indoor formaldehyde is knowledge of the formaldehyde content or emissions of products. This information can usually be obtained from the manufacturer. In general, you do not need to measure formaldehyde levels if there are few or no materials in the building known to emit high levels of formaldehyde, because levels would then be expected to approach the lower outdoor levels. However, if known or suspected sources are extensively present and cannot be readily removed, it is wise to measure the levels of formaldehyde, to assure that levels are no greater than 7 ppb (9 µg/m³).

Is there a safe level of formaldehyde?

Most people experience eye and throat irritation when exposed to formaldehyde at levels above 100 ppb (123 $\mu\text{g}/\text{m}^3$). Because people differ in their sensitivity to toxic effects, it is difficult to precisely define a concentration of formaldehyde that would be harmless to all people under all circumstances.

Levels in the outdoor air may be considered as the lowest levels that can practicably be achieved in the home. OEHHA has established acute (55 $\mu\text{g}/\text{m}^3$, or 44 ppb, one-hour average) and chronic (9 $\mu\text{g}/\text{m}^3$, or 7 ppb, long-term average) exposure levels to identify the levels at which sensitive individuals might experience adverse non-cancer health effects. For indoor environments, OEHHA has also identified 7 ppb as the eight hour average level that is protective against non-cancer effects for sensitive individuals. Because formaldehyde may cause cancer, and there is no known level that is absolutely risk free, the California Air Resources Board (ARB) recommends that indoor formaldehyde levels be reduced as much as possible.

What can be done to reduce indoor formaldehyde levels?

Immediate measures include opening windows to increase ventilation and reducing the number of new composite wood products in a home. Where possible, replace composite wood products such as bookcases with products made from solid wood or non-wood materials. Formaldehyde emissions increase with increasing humidity and temperature. Therefore, reducing the temperature and humidity in the home will reduce formaldehyde levels.

Where the source of formaldehyde is wood paneling or extensive cabinetry, these measures may not be adequate. In those cases, removal of the paneling or coating, or replacement of cabinets may be necessary. Local trade organizations and builders' associations may be helpful in finding a contractor to do this work. You can find additional suggestions for reducing indoor formaldehyde levels in the publications listed below.

Publications:

Formaldehyde in the Home-Indoor Air Quality Guideline #1, updated August 2004, www.arb.ca.gov/research/indoor/guidelines.htm

OEHHA, Appendix D. Individual Acute, 8-Hour, and Chronic Reference Exposure Level Summaries, December 2008,

www.oehha.ca.gov/air/hot_spots/2008/AppendixD1_final.pdf#page=128

Determination of Formaldehyde and Toluene Diisocyanate Emissions from Indoor Residential Sources, www.arb.ca.gov/research/apr/past/indoor.htm, click on Toxic Air Contaminants, scroll down.

***Final Report on the Identification of Formaldehyde as a Toxic Air Contaminant
-1992.***

These free publications are available from:

California Air Resources Board, Research Division, Indoor Exposure Assessment Section
P.O. Box 2815

Sacramento, CA 95812

Telephone: (916) 322-8282 (For first two publications listed)

Telephone: (916) 322-7072 (For third publication listed)

Web: www.arb.ca.gov

***The Inside Story - A Guide to Indoor Air Quality
An Update on Formaldehyde***

These free publications are available from:

Indoor Air Quality Information Clearinghouse

P.O. Box 37133

Washington, D.C. 20013-7133

Telephone: (800) 438-4318

FAX: (202) 484-1510

E-mail: iaqinfo@aol.com

Web: www.epa.gov/iaq/

***A Consumers Guide to Manufactured Housing
Manufactured Housing for Families***

These free publications are available from:

California Department of Housing and Community Development

Division of Administration

P.O. Box 31

Sacramento, CA 95812-0031

Telephone: (916) 445-3338

Web: www.hcd.ca.gov

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

CHAPTER IV HAZARDOUS WASTE

What is hazardous waste?

Hazardous waste is anything left over from a manufacturing process, chemical laboratory, or a commercial product that is dangerous and could hurt people, animals, or the environment. Many industries, such as oil and gas, petrochemical, electronics, dry cleaners, and print shops, generate hazardous waste.

When hazardous waste is properly managed it is shipped to special facilities for treatment, storage, disposal, or recycling. Hazardous waste that is not properly managed may escape into the environment and contaminate the soil, surface and ground water, or pollute the air. Some causes of hazardous waste releases are leaking underground storage tanks, poorly contained landfills or ponds, hazardous waste spills, or illegal dumping directly on land or water.

What is California doing to locate and clean up hazardous waste sites?

The U.S. EPA has targeted about 1,200 sites nationwide for federal cleanup under the federal Superfund Program. Almost 100 of those sites are in California. California is overseeing the cleanup of hundreds of other sites under a state Superfund administered by the California Department of Toxic Substances Control (DTSC). DTSC works jointly with U.S. EPA and other state agencies, such as the California Regional Water Quality Control Boards and local health departments, to manage hazardous waste problems. The primary purpose of site cleanup and mitigation activities at hazardous waste sites is to reduce or eliminate the risks the sites pose to public health or the environment.

How can the prospective homeowner determine if a home is affected by a hazardous waste site?

State law requires certain written disclosures to be made to prospective homeowners. The seller is required to disclose whether he or she is aware that the property has any environmental hazards such as asbestos, formaldehyde, radon, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water. You can find additional information on real estate disclosure "Disclosures in Real Property Transactions" available from the California Department of Real Estate. See Appendix A in this document for information on how to contact them.

A prospective homeowner may also get information about hazardous waste sites near a home by consulting the "Hazardous Waste and Substances Sites List" which is maintained by the California Environmental Protection Agency (CalEPA). The list is a comprehensive inventory of hazardous waste sites in California, including contaminated wells, leaking underground storage tanks, and sanitary landfills from which there is a known migration of hazardous waste. It also lists active federal and state hazardous waste sites scheduled for cleanup as well as potential hazardous waste sites.

Information on how you can get a copy of this list is at the end of this chapter. The addresses of federal and state agencies that manage hazardous waste programs are listed in Appendix A.

A homeowner or prospective homeowner may choose to hire a registered environmental assessor to investigate a known or suspected environmental hazard at a property. To obtain a list of registered environmental assessors, contact the Registered Environmental Assessor Program at:

P.O. Box 806
 Sacramento, CA 95812-0806
 Telephone: (916) 324-6881
 FAX (916) 324-1379
 Web: www.dtsc.ca.gov/rea/

Internet Resources:

You can learn more about the role of the Department of Toxic Substances Control in protecting Californians from hazardous waste by visiting its Web site at

www.dtsc.ca.gov.

Department of Toxic Substances Control Envirostor Database can be accessed at

<http://www.envirostor.dtsc.ca.gov/public/>.

The Federal database of potentially contaminated sites is available at

www.epa.gov/superfund/sites/index.htm.

The Hazardous Waste and Substances Sites List (Cortese List) on the locations of hazardous materials release sites is at

www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm.

The List of Leaking Underground Storage Tanks is available on the Web at

www.geotracker.waterboards.ca.gov.

Hotlines:

For information on the federal Superfund program and the National Priorities List (NPL), contact the U.S. EPA RCRA, Superfund, EPCRA hotline at:

Telephone: (800) 424-9346

Publications:

Disclosures in Real Property Transactions

This publication is available for \$2.00 plus tax from:

California Department of Real Estate Book Orders

P.O. Box 187006

Sacramento, CA 95818-7006 (Mail orders only; a self-addressed envelope is required.)

Web: http://www.dre.ca.gov/pdf_docs/re6.pdf

List of Registered Environmental Assessors

This list is free if you are hiring a registered environmental assessor. If you wish to use it as a mailing list, it is available on CD for \$6.25 and as a hard-copy printout for \$35.00. It's also available free on our Web site at:

www.dtsc.ca.gov/rea

Department of Toxic Substances Control
Registered Environmental Assessor Program
P.O. Box 806
Sacramento, CA 95812-0806
Telephone: (916) 324-6881

The Toxics Directory: References and Resources on the Health Effects of Toxic Substances

This publication is available for \$9.90 from:

California Department of General Services
Documents and Publications
P.O. Box 1015

North Highlands, CA 95660

(Send written request with your name and street address. Make your check out to Procurement Publications.)

Ensuring Safe Drinking Water (600M91012)

This free publication is available from:

U.S. Environmental Protection Agency
Public Information Center
1200 Pennsylvania Ave, N.W.
Washington, D.C. 20460
Telephone: (800) 490-9198

Consumer's Guide to California Drinking Water

This publication is available for \$4.00 (plus 5% shipping charge and tax) from:

Local Government Commission
1414 K Street, Suite #600
Sacramento, CA 95814
Telephone: (916) 448-1198 x307
Web: www.lgc.org

Is Your Drinking Water Safe? (PB94-203387)

This publication is available for \$19.50 plus \$4.00 shipping from:

National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Telephone: (800) 553-6847
Web: www.ntis.gov

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

CHAPTER V HOUSEHOLD HAZARDOUS WASTE

What is household hazardous waste?

Although hazardous waste is usually associated with industrial or manufacturing processes, each year Californians discard tons of hazardous wastes in trash cans or down the drain. To determine whether a product is hazardous, ask yourself these questions:

- Is it poisonous when swallowed, touched, or inhaled?
- Does it catch fire easily?
- Is it corrosive? Can it eat through certain containers?
- Is it reactive? Could it explode if it is improperly stored, spilled, or mixed with other products?

If you answer yes to any these questions, then the product is hazardous. Information about whether a product is hazardous usually can be found on the container label. The words "caustic," "flammable," "toxic," and "ignitable" mean that the product is hazardous.

Some products are hazardous on their own, but can become even more dangerous when they are mixed with other household products. For example, most people know that bleach is poisonous, but when it is mixed with ammonia-based cleaners it releases chlorine and hydrazine gases, both of which are extremely poisonous.

Some other hazardous household products are:

- Cleaning products containing ammonia
- Chlorine bleach and cleaning products containing it
- Drain cleaners
- Carpet cleaning products
- Oven cleaners
- Metal polishes
- Garden supplies such as weed and insect killers, rat poison, and fertilizer
- Charcoal lighter fluid, and kerosene
- Automotive supplies such as antifreeze, motor oil, gasoline, batteries and brake fluid
- Paint, varnish, paint removers, glues, and waxes
- Electronic products such as cathode ray tubes, televisions, computers, cell phones
- Universal wastes such as fluorescent lights, small batteries, and products containing mercury

How should hazardous household products be stored?

Hazardous products should be stored in a cool, dry, secure location. They should be stored in locked cupboards, locked drawers, or on a high shelf out of the reach of children and pets. To prevent hazardous products from spilling during an earthquake, shelves should be firmly secured to the wall and have a restraining bar along the side.

The following guidelines will help you properly store household hazardous products:

- Store poisonous products apart from other products.
- Sort products into hazardous waste categories of poisonous, flammable, corrosive, and reactive and store them separately. For example, flammable products such as charcoal lighter and waste oil should be stored apart from corrosive products such as drain cleaner and acid batteries. It is important to store reactive products in a separate location.
- Store bleach and ammonia-based cleaners in separate cupboards, so that if there is a spill the products won't get mixed and release poisonous gas.
- Store products in their original containers.
- Make sure labels can be read and won't come off the container.
- Tightly seal containers and check them often to make sure they are not breaking down. If you notice a container is rusting or leaking, put it inside a larger container and label it clearly.

What is the best way to dispose of household hazardous waste?

The best way to dispose of household hazardous waste is to take it to a community household hazardous waste collection center in your area.

You should never pour unused hazardous household products down the drain. That is illegal in California. It is also illegal to pour used oil and paints on land, down drains, including the storm drains, or to burn them. Waste motor oil, oil filters, antifreeze, and used batteries can be recycled. You should take them to a recycling center or a household hazardous waste collection center. For information about recycling specific products or about household hazardous waste collection programs in your community, call

1-800-CLEANUP or visit the

Department of Resources Recycling and Recovery (CalRecycle) Web site at <http://www.calrecycle.ca.gov/>. You can get additional information on household hazardous waste at www.earth911.org.

Hotlines:

For information on household hazardous waste and used oil collection and recycling centers, information on buying recycled products, the 3 R's - Reduce, Reuse and Recycle, and other environmental tips and events, contact the California Environmental Hotline at:

Telephone: 1-800-CLEANUP (1-800-253-2687)

Web Site: www.1800cleanup.org

For information on recycling and collection centers and referrals for county and city agencies, call the California Integrated Waste Management Board at:

Telephone: (800) 553-2962

To report hazardous waste violations, call the California Department of Toxic Substances Control Waste Alert hotline at:

Telephone: (800)-69TOXIC [(800) 698-6942]

For general information on hazardous wastes, call the California Department of Toxic Substances Control at:

Telephone: (800) 61TOXIC [(800) 618-6942]

Publications:

Household Products Management Wheel

This product is available for \$4.95 from:

Environmental Hazards Management

Institute 10 New Market Road

P.O. Box 932

Durham, NH 03824

Telephone: (603) 868-1496

FAX: (603) 868-1547

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

CHAPTER VI LEAD

How is lead harmful?

Lead is a common environmental toxin that has been used extensively in consumer products such as paint and gasoline. Much of that lead remains in the California environment where people may be exposed to it. Children under the age of six years are particularly at risk. They typically are exposed to lead through the normal hand-to-mouth behavior that occurs as they explore their environment. Crawling or playing on the floor, and putting their fingers, toys, and other items in their mouths can expose a child to lead. Lead poisoning, which is often unrecognized, can result in health effects that are often irreversible, including brain damage, mental retardation, convulsions, and even death. If lead poisoning goes undetected, it may result in behavior problems, reduced intelligence, anemia, and serious liver or kidney damage.

Lead is also harmful to adults. Lead poisoning can cause reproductive problems in both men and women, high blood pressure, kidney disease, digestive problems, nerve disorders, memory and concentration problems, and muscle and joint pain. Adult lead poisoning is most often the result of occupational exposure, or exposure following unsafe home renovation. If a pregnant woman is lead poisoned, the lead can pass into her baby's blood and poison the baby.

How can I find out if my family has lead poisoning?

The most important step you can take to protect your children is to prevent them from being exposed to lead. Most lead poisoning does not cause acute symptoms, so the only way to know if a person is lead poisoned is by testing the level of lead in his or her blood.

There are many ways a child can be exposed to lead. The law assumes that, at minimum, children are at risk if they are on publicly funded programs for low-income children or if they live in, or spend a lot of time in, a place built before 1978 that has peeling or chipped paint, or that has been recently renovated. These children must be tested for lead at age one and two years. Children below the age of six years, who were not tested at ages one or two, should receive make-up testing as soon as possible. If you have a job or a hobby where you may be exposed to lead, you should be tested regularly. If you are pregnant, ask your doctor about a lead test.

A physician can order this simple test. Some doctors and healthcare centers can perform the test in their offices. Under California law, it must be covered by health insurance plans. Children from families with modest incomes can be tested at no cost through the Child Health and Disability Prevention Program (CHDP). The test is a required part of well-child checkups. For more information on CHDP and to locate an office in your area visit their Web site at www.dhs.ca.gov/pcfh/cms/chdp.

Because lead poisoning is the result of contact with lead, the primary treatment is to identify the source of lead, and remove or isolate it. Further medical management may be necessary, depending on factors such as the severity and duration of exposure. Adults and children who become lead poisoned will need regular testing to monitor levels of lead in the body.

Where is lead found in the home?

Many houses and apartments built before 1978 have paint that contains lead. In 1978, the Consumer Product Safety Commission banned paint containing high levels of lead for residential use. If your home or apartment was built before 1978, you should assume it has lead paint.

Lead-based paint that is peeling, chipping, chalking, or cracking is a hazard and needs immediate attention. Lead-based paint may also pose a hazard on surfaces children can chew or in areas with heavy wear. These areas include windows, windowsills, doors and doorframes, stairs, railings, banisters, porches, and fences. When painted surfaces bump or rub together, they generate lead dust. Likewise, dry-scraping, sanding, or heating lead paint during repainting or remodeling also creates large amounts of lead dust. This dust can poison your family.

Soil may be contaminated with lead from leaded gasoline emissions and from deteriorating exterior paint. Lead in soil can be a hazard to children who play in the bare soil. It can also contaminate the home and floor dust when people track soil into the house on their shoes.

Other Sources: Lead can be found in jobs such as battery repair or recycling, radiator repair, painting or remodeling, and lead smelting. Lead from the workplace poses a hazard for workers' families. Workers can bring lead into their homes on their work clothes, shoes, and bodies without knowing it. Some hobbies also use lead. These include ceramics, stained glass, fishing weights, and bullet casting or firing. Lead can leach into food cooked, stored, or served in some imported dishes or handmade pottery. Some traditional remedies such as Azarcon, Greta, Pay-loo-ah, Surma, Kohl, and Kandu contain large amounts of lead and present a serious danger. Imported candy, especially chili or tamarind candy or its packaging, is frequently lead contaminated. Lead has been found in painted toys and inexpensive costume jewelry, particularly imported items. Older water systems may have pipes containing lead or pipes with lead solder.

How can I check my home for lead hazards?

To inspect your home for lead hazards, hire an individual who has been certified by the California Department of Public Health (CDPH). CDPH certification is now required for all those doing lead hazard evaluations, lead abatement plan preparation, lead abatement work and lead clearance inspections for residential and public buildings in California ([Title 17, CCR § 35001-35050](#) and [§ 36000-36100](#)). A CDPH-certified inspector/assessor

can determine the lead content of painted surfaces in your home and identify sources of lead exposure such as peeling paint, lead contaminated soil, or lead-contaminated dust. The assessment should outline the actions to take to address these hazards.

A CDPH-certified inspector/assessor may use a variety of methods to assess lead hazards in your home. These include visual inspection of paint condition; laboratory tests of paint, dust and soil samples; and a portable x-ray fluorescence lead testing (XRF) machine.

You may have seen home lead test kits in your local hardware store. Recent studies suggest, however, that they are not accurate for testing paint, soil, or dust. They may be used, however, to test pottery and ceramics for the presence of lead.

How can I reduce lead hazards safely?

If your house has lead hazards, you can take action to reduce your family's risk. Most importantly, if you have young children, be sure they receive a blood lead test. This is particularly critical if you live in a unit that has been recently renovated or have remodeled your home.

Second, keep your home as clean and free of dust and deteriorated paint chips as possible. Clean floors, window frames, windowsills, and other horizontal surfaces weekly. Use a mop, sponge, or disposable cloths with a solution of water and an all-purpose cleaner. Rinse out mops and sponges thoroughly after use. Use doormats or remove shoes before entering your home to avoid tracking in lead from bare soil. Have children play in grassy or landscaped areas instead of bare soil.

Wash children's hands often, especially before meals and bedtime. Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly. Feed your children nutritious meals that include foods high in iron and calcium. Give children regular meals and snacks. Children with full stomachs and nutritious diets tend to absorb less lead.

How can I significantly reduce lead hazards?

In addition to regular cleaning and good nutrition, you can **temporarily** reduce lead hazards by repairing damaged painted surfaces and planting grass or using landscaping materials to cover soil with high lead levels. These actions are not permanent solutions and need ongoing attention.

To **permanently** remove lead hazards, you should hire a lead abatement contractor. Abatement methods include removing, sealing, or enclosing lead-based paint with special materials. Simply painting over lead-based paint with regular paint is not a permanent solution. Hire an individual who has been certified by the CDPH as a Supervisor. CDPH-certified Supervisors and Workers have the proper training to do this work safely.

They have the proper equipment to clean up thoroughly. They will also follow strict safety rules set by the state and federal governments.

What precautions should I take when remodeling my home?

Before you begin any remodeling or renovations that will disturb painted surfaces, (such as scraping or sanding paint, or tearing out walls) test the area for lead-based paint. To fully protect your family from unsafe renovation hazards, hire a CDPH-certified Supervisor.

Never use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of poisonous lead dust and fumes. This lead dust can remain in your home long after the work is done, and can make your family very sick. It is important to move your family (especially children and pregnant women) out of the home until the work is completed and the area has been properly cleaned.

You can find out about other safety measures by calling (800) 424-LEAD [(800) 424-5323]. Ask for the brochure "Reducing Lead Hazards when Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

What is the source of lead in water?

The source of lead in water is most likely to be lead in water pipes, lead solder used on copper pipes, and some brass plumbing fixtures. Lead pipes are generally found only in homes built before 1930. The use of lead-based solder in plumbing applications in homes and buildings was banned in 1988. However, many homes built prior to 1988 may contain plumbing systems that use lead solder. The levels of lead in water from these homes are likely to be highest during the first five years after construction. After five years there can be sufficient mineral deposit, except where the water is soft, to form a coating inside the pipe; this coating prevents the lead from dissolving. However, recently, new chemical agents being used in some water systems have been associated with increased corrosion and have resulted in increased levels of lead in water.

How can lead levels in water be determined?

If you suspect lead contamination in drinking water, you may submit water samples to a laboratory certified by the CDPH. For a list of certified laboratories, see Publications at the end of this chapter. Consult with the laboratory on the proper procedures for sample taking. Information on the possibility of lead contamination in your municipal water supply may be obtained from the water utility serving your area.

How can levels of lead in water be reduced?

Lead levels in water can be reduced by removing lead piping or lead solder, by installing a home treatment system certified by the CDPH, or regularly flushing each tap before consuming the water. Another alternative for homeowners is to purchase bottled water. A detailed discussion of home treatment systems is presented in, "Consumers Guide to California Drinking Water" (see Publications).

Where there are elevated lead levels in water, homeowners who choose not to install a treatment system, or use bottled drinking water, should flush each tap before the water is consumed. Water which has been standing in the water pipes for more than six hours should be flushed from the tap until the temperature changes, and then, for about 15 seconds more. Because lead is more soluble in hot water, the homeowner should not drink or prepare food using hot water from the tap. The flushed water should be saved and used for other purposes, such as washing clothes or watering plants.

What are my responsibilities if I am selling, renting, or remodeling a home built before 1978?

If you are planning to buy, rent, or renovate a home built before 1978, federal law requires sellers, landlords, and remodelers to disclose certain information prior to finalizing contracts.

Landlords must:

- Disclose known information on lead-based paint hazards.
- Give you a lead hazard pamphlet before leases take effect. Leases must also include a federal form about lead-based paint.

Sellers must:

- Disclose known information on lead-based paint hazards.
- Give you a lead hazard pamphlet before selling a house. Sales contracts must also include a federal form about lead-based paint. Buyers have up to 10 days to check for lead hazards.

Renovators must:

- Give you a lead hazard pamphlet before starting to work.

If you want more information on these requirements, call the National Lead Information Clearinghouse at (800) 424-LEAD [(800) 424-5323].

Hotlines:

For more information on lead in drinking water and information on federal regulations about lead in drinking water, contact the U.S. EPA Safe Drinking Water Hotline in

Washington, D.C. at:

Telephone: (800) 426-4791

For information on how to protect children from lead poisoning, contact The National Lead Information Center at:

Telephone: (800) Lead-FYI [(800) 532-3394]

For other information on lead hazards, call The National Lead Information Center Clearinghouse at:

Telephone: (800) 424-LEAD [(800) 424-5323]

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury, contact the Consumer Product Safety Commission at:

Telephone: (800) 638-2772

To request local lists of CDPH-certified inspectors or abatement workers, contact the Lead-related Construction Hotline at:

Telephone: (800) 597-LEAD [(800) 597-5323] or visit the CDPH Web site at www.cdph.ca.gov

To obtain additional information on lead poisoning, or a list of local county lead programs, contact the CDPH Childhood Lead Poisoning Prevention Branch at:

Telephone: (510) 620-5600 or visit the CDPH Web site at

www.cdph.ca.gov/programs/CLPPB.

Publications:

List of Certified Laboratories to Perform Hazardous Waste Analysis

This free list is available from:

California Department of Health Services

Environmental Laboratory Accreditation Program

850 Marina Bay Parkway, Ste. G365/EHL

Richmond, CA 94804

Telephone: (510) 620-2800

Web: www.cdph.ca.gov/certlic/labs/Documents/ELAPLablist.xls

Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

This publication is available for \$45.00 from:

Department of Housing and Urban Development (HUD)

Information Services, HUD User

P.O. Box 6091

Rockville, MD 20849

Telephone: (800) 245-2691

Web: www.huduser.org

Lead in your Drinking Water

This publication is available from:

U.S. Environmental Protection Agency
Public Information Center
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460
Telephone: (202) 272-0167

The Inside Story - A Guide to Indoor Air Quality

This free publication is available from:
Indoor Air Quality Information Clearinghouse
P.O. Box 37133
Washington, D.C. 20013-7133
Telephone: (800) 438-4318
Web: www.epa.gov/iaq/

Consumers Guide to California Drinking Water

This publication is available for \$4.00 (plus 5 percent shipping charge, and tax) from:
Local Government Commission
1414 K Street, Suite #250
Sacramento, CA 95814
Telephone: (916) 448-1198 x 307
Web: www.lgc.org

Lead Poisoning Prevention Wheel

This publication is available for \$3.95 from:
Environmental Hazards Management Institute
10 New Market Road
P.O. Box 932
Durham, NH 03824
Telephone: (603) 868-1496

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

CHAPTER VII MOLD

What are molds?

Molds are simple, microscopic organisms present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment.

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt - and moisture. Because molds grow by digesting organic material, they gradually destroy whatever they grow on. Sometimes, new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel easily through the air.

How am I exposed to indoor molds?

Everyone is exposed to some mold on a daily basis without evident harm. There are usually mold spores in the air inside homes. Most indoor mold spores come from outdoors by blowing through open windows or being tracked into homes as dust on shoes. Mold spores primarily cause health problems when they are present in large numbers and people inhale high concentrations of spores in air. This can occur when there is active mold growth in a home, office, or school where people live or work. People can also be exposed to mold by touching moldy materials and by eating contaminated foods. Molds will grow and multiply whenever conditions are right, that is when sufficient moisture is available and organic material is present. The most important factor allowing mold to grow is dampness or moisture accumulation in the home. The following are common sources of indoor moisture that may lead to mold problems:

- Flooding
- Leaky roofs
- Sprinkler spray hitting the house
- Plumbing leaks
- Overflow from sinks, showers, bathtubs, or sewers
- Damp basement or crawl space
- Steam from bathing, doing laundry, or cooking
- Humidifier use
- Wet clothes drying indoors or clothes dryers exhausting hot, humid air indoors

Warping floors and discoloration of walls and ceilings can be indications of moisture problems. Condensation on windows or walls is also an important indication, but it can sometimes be caused by an indoor combustion problem. Have fuel-burning appliances routinely inspected by your local utility or a professional heating contractor.

Should I be concerned about mold in my home?

Yes, if indoor mold growth is extensive, it can cause very high and persistent airborne spore exposures. Persons exposed to high spore levels can become sensitized and develop allergies to the mold or other health problems. Mold growth can also damage your furnishings, such as carpets, sofas, and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structure of your home.

What symptoms are commonly seen with mold exposure?

Exposure to large amounts of mold can cause health effects through inflammation, allergic response, or, rarely, infection. Allergic reactions, often referred to as hay fever, are the most common health problems reported following mold exposure. Typical symptoms that mold-exposed persons report, alone or in combination, include:

- Breathing problems, such as wheezing, difficulty breathing, and shortness of breath
- Nose or sinus congestion (stuffy feeling, sinus headache)
- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough
- Nose or throat irritation (runny nose, sneezing, sore throat)
- Skin rashes or red, itchy skin

Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their cause is not understood.

How much mold can make me sick?

For some people, encountering even a relatively small number of mold spores can trigger an asthma attack or lead to other health problems. For other persons, symptoms may occur only when exposure levels are much higher. Nonetheless, indoor mold growth is unsanitary and undesirable. Basically, if you can see or smell mold inside your home, take steps to identify and eliminate the excess moisture and to cleanup and remove the mold.

Are some molds more hazardous than others?

Allergic persons have different levels of sensitivity to molds, both as to the amount and the types that cause them to feel ill. In addition to being able to cause allergies, certain types of molds, such as *Stachybotrys chartarum*, may produce compounds that have toxic properties, which are called mycotoxins. Mycotoxins are not always produced, and whether a mold produces mycotoxins while growing in a building depends on what the mold is growing on as well as environmental conditions such as temperature, humidity, and other unknown factors. When mycotoxins are present, they occur in both living and

dead mold spores and may be present in materials into which mold has grown. While *Stachybotrys chartarum* and some other types of molds are growing, a wet slime layer covers the spores, preventing them from becoming airborne. However, when the mold dies and dries up, air currents or physical handling can cause spores to become airborne.

At present there is no readily available, inexpensive test to determine if a mold growing in a building is producing toxins. A limited number of specialized laboratories can test for mycotoxins in dust or building materials such as gypsum wallboard. These tests are very expensive and the results are not helpful in determining if there is an additional health risk from mycotoxins. There are also no blood or urine tests that a physician can use to determine if an individual has been exposed to the spores of a toxin-producing fungus or its mycotoxins.

How can I tell if I have mold in my house?

You may suspect that you have mold if you see discolored patches or cottony or speckled growth on walls or furniture or if you smell an earthy or musty odor. You also may suspect mold contamination if mold-allergic individuals experience some of the symptoms listed earlier when in the house. Evidence of past or ongoing water damage should also trigger a more thorough inspection. You may find mold growth underneath water-damaged surfaces or behind walls, floors, or ceilings.

Should I test my home for mold?

The California Department of Public Health (CDPH) does not recommend testing as a first step to determine if you have a mold problem. Reliable air testing for mold can be expensive and requires experience and equipment that is not available to most people. Owners of individual private homes and apartments generally will need to pay a contractor to do such testing, because insurance companies and public health agencies seldom provide this service. Mold inspection and cleanup is usually considered a housekeeping task that is the responsibility of the homeowner or landlord, as are roof and plumbing repairs, house cleaning, and yard maintenance.

Another reason the CDPH does not recommend testing for mold is that there are few available standards for judging what is an acceptable amount of mold. In all locations, there is some level of airborne mold outdoors. If air testing is carried out in a home, an outdoor air sample also must be collected at the same time, to allow comparison of indoor and outdoor spore types and numbers. Because some people are much more sensitive to mold spores than are other people, mold testing is at best a general guide. The simplest way to deal with a suspicion of mold contamination is, if you can see or smell mold, you likely have a problem and should take the steps outlined below. Mold growth is likely to recur unless the source of moisture that is allowing mold to grow is removed and the contaminated area is cleaned.

Assessing the Size of a Mold Contamination Problem

There will be a significant difference in the cleaning recommendations for a small mold problem - total area of visible mold growth is less than 10 square feet - and a large mold problem - more than 100 square feet. In the case of a relatively small area, the homeowner using personal protective equipment, such as a dust mask, safety goggles, and household gloves, can handle the cleanup. However, for larger areas, choose an experienced, professional contractor.

General Cleanup Procedures

- Find and remove sources of moisture
- Find and determine the extent and area of visible mold growth
- Clean and dry moldy areas - do not allow dust from the moldy areas to get into the rest of the home
- Bag and dispose of all material that may have moldy residues, such as rags, paper, leaves, and debris

Clean up should begin after the moisture source is fixed and excess water has been removed. Wear gloves when handling moldy materials. **Spores are more easily released when moldy materials dry out, so it is advisable to remove moldy items as soon as possible.** Detailed cleanup procedures are available in the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" It is available on the Internet at www.cdph.ca.gov/programs/IAQ/Documents/MIMH_2006-06_2009-03rev6p.doc or by calling (510) 620-2874.

How can I prevent indoor mold problems in my home?

Inspect your home regularly for signs and sources of indoor moisture and mold. Take steps to eliminate sources of water as quickly as possible. If a leak or flooding occurs, it is essential to act quickly so that wet materials can dry within 48 hours:

- Stop the source of the leak or flooding.
- Remove excess water with mops or wet vacuum.
- Move wet items to a dry, well-ventilated area. Move rugs and pull up wet carpet as soon as possible.
- Open closet and cabinet doors and move furniture away from walls to increase circulation.
- Run portable fans to increase air circulation. Do NOT use the home's central blower if flooding has occurred in it or in any of the ducts. Do NOT use fans if mold may have already started to grow, or if it has been more than 48 hours since the flooding.
- Run dehumidifiers and window air conditioners to lower humidity.
- Do NOT turn up the heat or use heaters in confined areas, as higher temperatures may increase the rate of mold growth.

- If water has soaked inside the walls, it may be necessary to open wall cavities by removing the baseboards and drilling a hole through the bottom of the wet wall, or by prying away wall paneling.

Publications:

Mold in My Home: What Do I Do?

This free document is available from:
California Department of Public Health
Indoor Air Quality Section
850 Marina Bay Parkway, G365 EHLB
Richmond, CA 94804
Telephone: (510) 620-2874

Web: www.cdph.ca.gov/programs/IAQ/Documents/MIMH_2006-06_2009-03rev6p.doc

Numerous mold-related articles

and documents are available from:

California Department of Public Health
Environmental Health Investigation Branch
850 Marina Bay Parkway
Building P, 3rd floor
Richmond, CA 94804-6403

Web: www.ehib.org/search.jsp?ss=mold&google=on

***Mold Remediation in Schools and Commercial Buildings
A Brief Guide to Mold, Moisture, and Your Home***

These free documents are available from:

U.S. Environmental Protection Agency
IAQ Information Clearinghouse
Telephone: (800) 438-4318

Web: www.epa.gov/mold/moldresources.html

Repairing Your Flooded Home

This free publication is available from:

American Red Cross
8928 Volunteer Lane, Sacramento, CA 95826
Telephone: (916) 368-3131

Web: www.redcross.org

For local assistance, contact your county or city Department of Health, Housing, or Environmental Health. Phone numbers for these agencies are located in the blue government pages at the front of your local telephone directory.

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

CHAPTER VIII RADON

What is radon?

Radon is a naturally occurring colorless, tasteless, and odorless radioactive gas that comes from the decay of uranium found in nearly all soils. It enters buildings from the ground through cracks and openings in concrete slabs, crawl spaces, floor drains, sumps, and the many tiny pores in hollow-wall concrete blocks. When the pressure within a home is lowered, more radon can be drawn from the soil and enter the home. Indoor air pressure may be lower during colder months when heated air rises from the floor level to the ceiling or second story level in the house. Indoor pressure may also be lowered in tightly sealed houses through use of exhaust fans such as those in many kitchens and bathrooms.

Once inside a building, radon can become trapped. Unless the building is properly ventilated to remove it, the gas can become a health hazard.

Where is radon found?

Radon is typically present in rocks containing uranium such as certain granites and shales. The amount of radon that can enter soils and groundwater depends on the concentrations of uranium in the underlying rock. Radon can also be found in the air at very low concentrations.

If radon is present in tap water, it can be released when water is used indoors for showering, washing dishes, or washing clothes. Radon is of most concern when water is obtained directly from a well that draws water from a source exposed to uranium and radium. Most of the radon in water obtained from a surface source, such as a reservoir or well water stored in an open tank, has been released before it reaches the home. Building materials are not a significant source of radon except where they incorporate rocks rich in radium or uranium such as granite and shales.

Why is radon harmful?

Long-term exposure to elevated levels of radon can increase your risk of getting lung cancer. Tobacco smokers are at an even greater risk. Radon levels vary throughout the country. The amount of radon entering homes varies from home to home. Because radon is colorless, odorless, and tasteless, testing is the only way to find out if you and your family are at risk from it.

Exposure to radon does not result in any immediate symptoms. For example, it does not result in acute respiratory effects such as colds or allergies. Any cancer resulting from inhaling radon is not likely to arise for at least 20-30 years after exposure begins, and both the level of exposure and duration of exposure are factors which determine the risk of developing lung cancer.

Where are the highest levels of radon in the home?

Generally, the living area closest to the soil surface has the highest level of radon. Upper stories have lower levels of radon. Consequently, radon is rarely a concern in high rise apartment buildings, other than at ground level.

Do adjacent houses have similar levels of radon?

Because the amount of uranium and radium in the soil varies, and because houses are constructed and used in different ways, houses in the same neighborhood will have different radon levels.

Is there a safe level of radon?

We know that the greater the exposure to radon, the greater the risk of developing lung cancer. But we do not know if there is a radon level that is harmless. Both the duration of exposure and the level of radon in the air are important in determining the risk of developing lung cancer. Smoking may be a large contributing factor to lung disease associated with radon exposure. Currently, the California Department of Public Health (CDPH) **recommends that you take action to reduce radon levels in your house if the annual average indoor air concentration exceeds 4 picocuries per liter (pCi/L).**

How can radon levels be measured?

Several types of passive radon detectors or active devices can measure the level of radon in a house. Passive detectors are devices left in place for a period of time that require no ongoing activity or power. To obtain accurate results, the homeowner should carefully follow the manufacturer's instructions. Although short-term measurements of radon levels are more convenient, health risk can be more accurately determined from measurements made over a year. Active devices require a source of power and are used by professional radon testers to monitor radon levels. These devices are usually used during real estate transactions.

Where can I get a radon detector?

The CDPH Radon Program is now offering short term test kits for \$7.00 for California residents. CDPH has contracted with Alpha Energy Laboratories ([DrHomeAir](http://DrHomeAir.com)) to provide this service. The test kit can be ordered on-line at www.drhomeair.com/. The CDPH Radon Program maintains lists of currently certified testers, mitigators and laboratories at www.cdph.ca.gov/HealthInfo/environhealth/Pages/RadonServiceProviders.aspx This list of certified radon providers can also be obtained by calling the CDPH Radon Program Hotline at (800) 745-7236.

What must be done to reduce indoor radon levels?

The U.S. EPA and CDPH recommend that homeowners attempt to reduce radon levels in any home that has an annual average level of radon at or above 4 pCi/L. The mitigation method chosen will depend on the construction of the house, extent of radon reduction required, and cost. After installing a mitigation system, we recommend that radon levels be monitored at regular intervals to make sure the mitigation is working.

A qualified contractor should install the radon mitigation system unless the homeowner fully understands the principles of the mitigation system.

When should water be tested for radon?

When a test shows that indoor levels of radon are at or above 4 picocuries per liter, homeowners should also consider a water test. If the water comes from a water system, information about the source of the water and any radon tests done on it can be obtained from the company supplying the water. For information or assistance with interpreting test results, contact the CDPH Division of Drinking Water and Environmental Management (see Appendix A) at www.cdph.ca.gov/programs/Pages/DDWEM.aspx.

The radon concentration of water from a private well can be measured by having a sample analyzed at a laboratory certified to test for radon in water. Homeowners should consult the CDPH radon program at (916) 449-5674 for guidance on the type of water analysis appropriate to the area and well type. The method of sample collection is critical. To get a list of certified laboratories, call the CDPH at (800) 745-7236 or visit their website at www.cdph.ca.gov/HealthInfo/envirohealth/Pages/RadonServiceProviders.aspx.

How can levels of radon in water be reduced?

Radon levels in water can be reduced by 99 percent by the installation of a granular activated carbon unit (GAC) on the water line entering the house. GAC units should be certified by the CDPH. As radon accumulates and decays in the GAC unit, the unit itself becomes radioactive. Therefore, these units must be shielded or located away from the house to protect occupants from radiation. The GAC filters also require special handling during replacement and disposal. Aeration may also remove radon from water. This technique may be more costly but avoids the problem of radiation build up. Selection of the proper water treatment technology depends primarily upon its removal efficiency (other contaminants in the water may adversely affect this), safety, initial costs, and operating and maintenance costs. Therefore, professional guidance is strongly advised.

Does the law require mitigation?

Mitigation of radon is not required by law and is at the discretion of the homeowner.

Hotlines:

For information on how to purchase a radon detector, how to find someone to test your home, or for informational publications on radon, call the CDPH Radon Program Hotline at: (800) 745-7236 or visit their website at

www.cdph.ca.gov/HealthInfo/environhealth/Pages/Radon.aspx

For specific assistance, call the CDPH Radon Program at: (916) 449-5674

Publications:

List of Certified Providers of Radon Services

This publication is available by calling CDPH Radon Program Hotline at (800) 745-745-7236 or at

www.cdph.ca.gov/HealthInfo/environhealth/Pages/RadonServiceProviders.aspx

California Department of Public Health

Indoor Radon Program

1616 Capitol Avenue, 2nd Floor

P.O. Box 997413

Sacramento, CA 95899-7413

Telephone: (800) 745-7236

Web: www.cdph.ca.gov/HealthInfo/environhealth/Pages/Radon.aspx

Radon in California

A Citizen's Guide to Radon

Homebuyers and Sellers Guide to Radon

The Inside Story - A Guide to Indoor Air Quality

How to Reduce Radon Levels in your Home

Model Standards for Radon in New Residential Buildings

These free publications are available from:

U.S. EPA Indoor Air Quality Information Clearinghouse

P.O. Box 37133

Washington, D.C. 20013-7133

Telephone: (800) 438-4318

Fax: (202) 484-1510

Email: iaqinfo@aol.com

Web: www.epa.gov/iaq/

Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.

Federal Agencies

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

Office of Lead Hazard Control
451 7th Street S.W., Room B133
Washington, D.C. 20410
Telephone: (202) 755-1785
Web: www.hud.gov

HUD helps people build and maintain communities of opportunity.

U.S. Environmental Protection Agency (U.S. EPA)

Public Information Center
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460
Telephone: (202) 272-0167
Web: www.epa.gov

The U.S. EPA is a regulatory agency responsible for implementing federal laws designed to protect our air, water, and land from past and future environmental hazards.

State Agencies

California Air Resources Board

Research Division
Indoor Exposure Assessment Section
1001 I Street
P.O. Box 2815
Sacramento, CA 95814
Telephone: (916) 322-8282
Web: www.arb.ca.gov

California Contractor's State License Board

9821 Business Park Drive
P.O. Box 26000
Sacramento, CA 95827
Telephone: (800) 321-2752
Web: www.contractorslicense.com

This board is responsible for licensing contractors, including asbestos abatement.

California Department of Industrial Relations

Division of Occupational Safety and Health (Cal/OSHA)
Asbestos Consultant Certification Unit
2211 Park Towne Circle, #1
Sacramento, CA 95825
Telephone: (916) 574-2993
Web: www.dir.ca.gov

Cal/OSHA is the state equivalent to the Federal Occupational

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Safety and Health Administration (OSHA) and regulates protection of workers.

California Department of Public Health

Call your local county health department listed in the front of the white pages or, on the Internet, visit www.cdph.ca.gov

California Department of Public Health

Environmental Management Branch, Radon Program

1616 Capital Avenue, 2nd Floor, MS 7405

P.O. Box 997413

Sacramento, CA 95899-7413

Telephone: (800) 745-7236

Web: www.cdph.ca.gov/HealthInfo/environhealth/Pages/Radon.aspx

This branch provides publications and information about radon hazards.

California Department of Public Health

Environmental Lab Accreditation Program

850 Marina Bay Parkway

Building P, Third Floor

Richmond, CA 94804-6403

Telephone: (510) 620-5600

APPENDIX A List of Federal and State Agencies

Contact information provided was correct as of the date of publication, but is subject to change.

This office may provide information about test procedures for analyzing environmental pollutants

California Department of Public Health

Division of Drinking Water and Environmental
Management

Drinking Water Technical Program Branch

Sacramento Headquarters

1616 Capital Avenue, MS 7400

P.O. Box 997413

Sacramento, CA 95899-7413

Telephone: (916) 449-5600

This division collects and evaluates water quality information on drinking water in California and supervises the activities of all public water systems. It also provides assistance to local health departments, water purveyors, and the general public on issues related to water quality, water supply, and water treatment:

Northern California Section

Sacramento District

8455 Jackson Road, Room 120

Sacramento, CA 95826

Telephone: (916) 229-3126

Lassen, Valley, Klamath & Shasta Districts

415 Knollcrest Drive, Suite 110

Redding, CA 96002

Telephone: (916) 224-4800

North Coastal Section

San Francisco & Santa Clara Districts

2151 Berkeley Way, Room 458

Berkeley, CA 94704

Telephone: (510) 540-2158

Mendocino & Sonoma Districts

50 D Street, Suite 200

Santa Rosa, CA 95404-4752

Telephone: (707) 576-2145
Monterey District
1 Lower Ragsdale, Bldg. 1, Suite 120
Monterey, CA 93940
Telephone: (831) 655-6939

Central California Section
Merced & Visalia Districts
1040 East Herndon Avenue, Suite 205
Fresno, CA 93720-3158
Telephone: (559) 447-3300

Stockton District
31 E. Channel Street, Room 270
Stockton, CA 95202
Telephone: (209) 948-7696

Tehachapi District
1200 Discovery Drive, Suite 100
Bakersfield, CA 993309
Telephone: (661) 335-7315

Southern California Section
Los Angeles District & Metropolitan Districts
1449 W. Temple Street, Room 202
Los Angeles, CA 90026
Telephone: (213) 580-5723

Santa Barbara District
1180 Eugenia Place, Suite 200
Carpinteria, CA 93013
Telephone: (805) 566-1326

South Coastal Section
San Bernardino District
464 West 4th Street, #437
San Bernardino, CA 92401
Telephone: (909) 383-4328

San Diego & Riverside Districts
1350 Front Street, Room 2050
San Diego, CA 92101
Telephone: (619) 525-4159

Santa Ana District
28 Civic Center Plaza, Room 325

Santa Ana, CA 92701
Telephone: (714) 558-4410 California

Department of Toxic Substances Control

1001 I Street
P.O. Box 806
Sacramento, CA 95812-0806
Telephone: (916) 324-1826
Web: www.dtsc.ca.gov

DTSC issues permits for treatment, storage, and disposal of hazardous wastes; inspects facilities; maintains a Superfund list; and has a site cleanup program.

Northern California Regional Offices

Sacramento Office

8800 Cal Center Drive
Sacramento, CA 95826-3268
Telephone: (916) 255-3618

Clovis Office

1515 Tollhouse Road
Clovis, CA 93611-0522
Telephone: (559) 297-3901

Berkeley Office

700 Heinz Avenue, Suite #200
Berkeley, CA 94710-2721
Telephone: (510) 540-2122

Southern California Regional Offices

Chatsworth Office

9211 Oakdale Avenue
Chatsworth, CA 91311-6505
Phone: (818) 717-6500

Cypress Office

5796 Corporate Avenue
Cypress, CA 90630-4732
Telephone: (714) 484-5300

San Diego Office

9174 Skypark Court, Suite 150
San Diego, CA 92123
Telephone: (858) 637-5531

California Department of Housing and Community Development

Division of Administration - Manufactured Housing
1800 Third Street, Room 260

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P.O. Box 31
Sacramento, CA 95814
Telephone: (916) 445-3338
Administration of codes and statutes relating to mobile homes. It also allocates grants and loans for low-income housing, house rehabilitation, and disaster relief.

California Department of Real Estate (DRE)

Fresno District Office
Department of Real Estate
2550 Mariposa, Room 3070
Fresno, CA 93721-2273
Telephone: (559) 445-6153

Oakland District Office
Department of Real Estate
1515 Clay Street, Room 702
Oakland, CA 94612-1462
Telephone: (510) 622-2552

Los Angeles Executive Office
Department of Real Estate
320 W. 4th Street, Suite 350
Los Angeles, CA 90013-1150
Telephone: (213) 620-2072

San Diego District Office
Department of Real Estate
1350 Front Street, Room 3064
San Diego, CA 92101-3687
Telephone: (619) 525-4375

Sacramento Principal Office
Department of Real Estate
2201 Broadway
P.O. Box 187000
Sacramento, CA 95818-7000
Telephone: (916) 227-0864
This unit provides information on lead toxicity and treatment of lead toxicity in children.

APPENDIX B Glossary

AERATION: A technique by which air is introduced into a liquid; bubbles and aerosols are generated and dissolved gases released. For example, water aerated by passing through a shower head will release dissolved radon gas.

ACTIVATED CARBON: A material made from burnt wood which is used to remove organic solutes, such as pesticides, and some inorganic solutes, such as chlorine, from water. Dissolved organic solutes are removed from the water by absorption onto the activated carbon. The activated carbon must be periodically replaced when it becomes saturated and unable to adsorb any more solute. Activated carbon is not effective in removing heavy metals, such as lead, and salts, which make water hard.

ANNUAL AVERAGE LEVEL: The average of measurements taken at different times over the period of one year or the level measured by a device left in place for a full year.

CARCINOGEN: A substance that causes cancer.

CATHODE RAY TUBE: The cathode ray tube, or CRT, is the display device used in most computer displays, video monitors, and televisions.

CERTIFIED LABORATORY: A laboratory that has demonstrated that it can meet the federal and state standards for accuracy and precision for a given analytical procedure.

DISTILLATION: As referenced in this booklet, distillation is a technique used to purify water by removal of inorganic contaminants such as salts through heating the solution and condensing the steam. The resultant distilled water has a reduced salt concentration. Distillation is not effective in removing pesticides and volatile organic contaminants such as chloroform and benzene.

EXPOSURE: Contact with an agent through inhalation, ingestion, or touching. For example, exposure to radon is primarily through inhalation; exposure to lead is primarily through ingestion.

FILTRATION: Purification of water by removing undissolved solids or sediment by passing the water through a filter or sieve. Filtration does not remove dissolved salts or organic contaminants.

FRIABLE: Easily crumbled, pulverized, or reduced to a powder by hand.

LEVEL: Another term for concentration; also, the amount of a substance in a given volume of air, liquid or solid.

LITER: Metric unit of volume equivalent to 1.057 quarts of liquid. One gallon is equivalent to about four liters.

MILLIGRAM: A unit of weight. There are 1,000 milligrams in one gram and about 28 grams in one ounce.

MITIGATION: Mitigation means any action taken to reduce or eliminate the risk to human health and the environment from hazardous waste.

PARTS PER MILLION: A unit of concentration. For example, air that contains 1 part per million formaldehyde contains 1.2 milligrams formaldehyde in 1 million milliliters air, i.e. 1,000 liters air. Also, water which contains 1 part per million lead contains 1 milligram lead in 1 million milligrams water, i.e., 1 kilogram water. One part per million can be compared to one cent in ten thousand dollars.

PASSIVE DETECTOR: A measuring device that functions without any energy input or ongoing attention from the user. For example, use of a passive radon detector to measure radon requires only that the detector be left in place for a specified time.

PICOCURIE: A unit of amount used in measurement of radioactive substances. For example, five picocuries of radon are five trillionths of a curie and are equivalent to 11 radioactive radon atoms decaying every minute.

RADIOACTIVE: A term used to describe atoms that are unstable and break down or decay to form another kind of atom. For example, radium breaks down to form radon. In the process of decay some high-energy particles are emitted. The detection of these particles by special instruments indicates that a substance is radioactive. The high-energy particles and gamma rays are called radiation.

REACTIVE: A solid waste that is normally unstable, reacts violently with water, or generates toxic gases when exposed to water or other materials.

REVERSE OSMOSIS: A technology used to purify water by removing the salts from water. Osmosis involves the diffusion of water from a dilute to a concentrated solution across a semi-permeable membrane that allows only the passage of water. In reverse osmosis, water is forced through a semi-permeable membrane from a concentrated solution to a stream of purified water. For example, in the desalination of seawater, reverse osmosis is used to separate the salts from the water generating drinking water and a residue of salts.

RISK: In the context of this booklet, risk indicates the chance of developing a disease after exposure to an environmental hazard. Risk depends on the time period for which a person is exposed to a particular hazard and the level of the hazard.

SOFT WATER: Water that does not contain large amounts of dissolved minerals such as salts containing calcium or magnesium.

SOLDER: A metallic compound used to seal joints between pipes. Until recently, most solder contained about 50 percent lead. Lead solder is now banned for plumbing applications.

TOXICITY: The extent to which a material is toxic.