

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### **Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### **Lessor's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **Lessee Acknowledgment (initial)**

(c)  AN  MN Lessee has received copies of all information listed above.

(d)  AN  MN Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### **Agent's Acknowledgment (initial)**

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

### **Certification of Accuracy**

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

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# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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

## Read this entire brochure to learn:

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

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

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

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

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



## Simple Steps to Protect Your Family from Lead Hazards

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

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

## **Lead Gets into the Body in Many Ways**

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

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

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

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



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

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

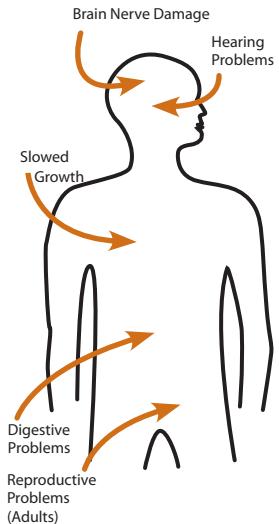
# Health Effects of Lead

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

## In children, exposure to lead can cause:

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



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

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

## In adults, exposure to lead can cause:

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

## **Check Your Family for Lead**

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

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

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

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

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

## Where Lead-Based Paint Is Found

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

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

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

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

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

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

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

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

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

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

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

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

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

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

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

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

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

## Checking Your Home for Lead

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

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



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

## Checking Your Home for Lead, continued

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

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

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

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## **What You Can Do Now to Protect Your Family**

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

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

## Reducing Lead Hazards

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

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



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

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

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

## Reducing Lead Hazards, continued

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

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

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

# Renovating, Repairing or Painting a Home with Lead-Based Paint

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

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



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

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

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

## **Other Sources of Lead**

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### **Lead in Drinking Water**

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### **Important Steps You Can Take to Reduce Lead in Drinking Water**

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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

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

## For More Information

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### The National Lead Information Center

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

### EPA's Safe Drinking Water Hotline

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

### Consumer Product Safety Commission (CPSC) Hotline

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

### State and Local Health and Environmental Agencies

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

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

# U. S. Environmental Protection Agency (EPA) Regional Offices

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

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

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

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

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

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

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

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

### **CPSC**

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

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

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

### **HUD**

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

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# **IMPORTANT!**

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

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

**Information Sheet (Orientation) - This IS NOT part of the Lease Agreement**

Your New Address is:

**10909 Girard St  
Omaha, NE 68142**

Make checks payable to:

**Wistar Group  
PO Box 31453  
Omaha, NE 68131**

**Rent due date:**

Rent is due on day **1st** of the month.  
**RENT PAID ON THE 2nd OF THE MONTH IS LATE  
HOWEVER LATE FEES ARE CHARGED AFTER THE 5TH**

Pay rent online:

**\$1 when using your bank checking account**

**\$25 when using your credit/debit card**

Wistar Group does not keep or have access to routing and bank account numbers.

**LATE FEES:**

**10% of rent or \$25 whichever is greater**

Stop Eviction and Lease Reinstatement Fee: **\$325.00** for Nebraska **\$345.00** for Iowa.

Add or remove a Tenant:

Lease Addendum to add or remove a Tenant: **\$100.00**

Expedited Fee:

**\$95.00** if moving in less than 3 business days from lease sign date.

Office Phone Number

**(402)559-0363**

Our Web Site:

**www.wistargroup.com**

Your Account Number Is:

**146078**

**NO CASH**

A \$10 Fee shall be assessed when paying with cash and Wistar Group provides receipt.

**Tenant Maintenance Rate:**

**Any damage to the premises Wistar Group shall charge the rates of repair as posted on the Wistar Group website and/or expressed in the Lease Agreement and its Attachments.**

**If Wistar Group dispatches a third party, the vendor's bill plus a 10% Wistar Group dispatch fee will be added to the account.**

**Lockout / Rekey rates:**

During business hours:	\$75.00
After hours / Weekends:	\$125.00
A copy of your lease:	\$5.00

**Ordinary wear and tear is deterioration that occurs without negligence, carelessness or abuse of the premises, equipment, furnishings or appliances by the Resident, a member of the household or other persons on the premises with his/her consent.**

**When you are ready to move:**

Ensure you give written 60 day notice - Wistar Group provided you with a complimentary 60 day notice.

**When vacating your unit REMEMBER TO:**

- Remove all trash and personal property
- Clean carpets if applicable
- Turn keys in no later than lease termination dated

**I understand....**

- In the case of an emergency involving the health &/or safety to a person ALWAYS call the police 911
- If you smell gas and feel it is safe to do so, ALWAYS exit the home and call MUD (402)554-6666
- If there is a power outage, ALWAYS check the breakers and then call OPPD(402)536-4131

**Who is responsible for:**

- **Heat:** RESIDENT
- **Water & Sewer:** RESIDENT
- **Electricity:** RESIDENT
- **Trash Service:** RESIDENT - Take to the curb/dumpster
- **Gutters:** RESIDENT unless multifamily unit
- **Snow removal:** Resident
- **Lawn Care:** Resident
- **Pest Control:** RESIDENT unless except multifamily units and duplex
- **Changing furnace filters:** Resident
- **Changing smoke detector batteries:** RESIDENT
- **Changing light bulbs:** RESIDENT
- **Toilet Maintenance:** RESIDENT

**Included in my lease:**

- **Refrigerator:** Yes
- **Stove:** Yes/Electric
- **Washer/Dryer:** Washer/Dryer Included
- **Window A/C provided:** No
- **Mailbox managed by:** Owner
- **Parking:**

**60 Day Notice Information:**

- The minimum notice requirement is 60 days prior to the lease end date.
- **EXAMPLE:** Lease end date of July 31st: 60 day notice must be given on June 1st. If the notice is given June 20th, the soonest you can be released from the lease is August 20th.



## APARTMENTS

### YEARLY

- Clean or replace the range hood filter.
- Close storm windows if applies (when not in use)
- to prevent snow/moisture buildup and damage the frames.

### QUARTERLY

- Clean vent registers and bathroom exhaust vents.

### MONTHLY

- Check upkeep and report any findings on the home's immediate common area. I.e. cobwebs around the entry door, trash, ashtrays, and personal belongings that may be blocking the pathway.

## RESIDENT RESPONSIBILITY

Report any minor issues that they are unable to address to prevent further damages to the property.

- Failure to report issues that subsequently result in more damage or failure of other items at the property could result in resident charges.

\* Guidelines and not an exclusive list.



## SINGLE FAMILY HOMES

### YEARLY

- All hoses to be detached from the home during fall to prevent freezing and damages to the home.
- Close storm windows if applies (when not in use)
- to prevent snow/moisture buildup and damage the frames.

### BI-ANNUAL

- Clean oil and grease from garage floor and/or driveway.
- Cleaning gutters including checking all downspout extensions to ensure they are undamaged and are diverting water away from the foundation of the home.

### QUARTERLY

- Clean vent registers and bathroom exhaust vents.

### MONTHLY

- Clean dryer vent on the outside of the house where exhaust exits.
- Change furnace filter.
- Confirm downspouts and extensions are in full working order.
- Rinse down a/c unit on the exterior.
- Regular mowing, trimming and landscape maintenance.

If you have any question or you need to report an issue, contact us!



[www.wistargroup.com](http://www.wistargroup.com)



(402) 559-0363

## **Smoke/Carbon Monoxide Detector Addendum**

Notice: This document overviews the duty the RESIDENT has to regularly test the smoke/carbon monoxide detectors (referred to as 'detectors') and report any malfunctions other than low battery to the OWNER or AGENT in writing.

This Addendum is entered into the date that all parties signed it, by and between **Naresh Chava** for the owner and **Alicia Nielsen, Christine Nielsen, Mike Nielsen** hereinafter referred to as Tenant.

- 1. RESIDENT Acknowledgment of Detector(s).** RESIDENT acknowledges that as of this date, the home referenced above is equipped with one or more detectors; RESIDENT has personally inspected the detectors, and RESIDENT has personally found that they are currently in proper working condition.
- 2. Test and Repair.** RESIDENT agrees that it is RESIDENT's duty to regularly test the detectors not less than monthly (twelve (12) times per year). RESIDENT shall notify the OWNER and/or AGENT immediately in writing of any problem, defect, malfunction or failure of the detectors. Based upon the availability of labor and materials, OWNER and/or AGENT will make every reasonable effort to repair or replace the detectors within a reasonable time frame.
- 3. Maintenance.** RESIDENT shall replace the detectors battery(s), if any, at RESIDENT's cost anytime the existing battery(s) becomes unserviceable. RESIDENT shall replace the detectors battery(s) at least twice per year, once in the Spring and once in the Fall when clocks are reset for daylight savings time. If the detectors will not operate after RESIDENT replaces the battery(s). RESIDENT shall notify the OWNER or AGENT immediately, in writing, of any problems or defects in any detectors in the RESIDENT's house so that they can be repaired or replaced.
- 4. Replacement.** In the event the existing detectors are damaged by RESIDENT or RESIDENT's guest, then RESIDENT shall reimburse the OWNER or AGENT, upon request, for the cost of a new detectors and the labor to install the new detectors.
- 5. DISCLAIMER:** RESIDENT ACKNOWLEDGES AND AGREES THAT NEITHER OWNER NOR AGENT IS THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER, OR SUPPLIER OF THE detectors. RESIDENT ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE DETECTORS. OWNER AND/OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSONS OR PROPERTY CAUSED BY:
  - 5.1. RESIDENT'S FAILURE TO REGULARLY TEST THE detectors AS SET FORTH IN PARAGRAPH 2 OF THIS ADDENDUM;
  - 5.2. RESIDENT'S FAILURE TO NOTIFY THE OWNER OR AGENT IN WRITING, OF ANY PROBLEM, DEFECT, MALFUNCTION OR FAILURE OF THE detectors;
  - 5.3. THEFT OR REMOVAL OF THE detectors OR ITS SERVICEABLE BATTERY(S) FROM RESIDENT'S PROPERTY; OR
  - 5.4. FALSE ALARMS PRODUCED BY THE detectors.
- 6. Entire Agreement.** The parties acknowledge that this written Addendum is the entire agreement between the parties relative to detectors in the RESIDENT's Property. Any agreement that in any way varies the terms of this addendum shall be unenforceable and completely void unless such agreement is in writing signed by both parties.
- 7. Term.** The term of this addendum shall be the same term as the lease renewal or extension of the above referenced lease agreement.
- 8. Acknowledgment.** RESIDENT acknowledges that RESIDENT read this Addendum, the duty is upon RESIDENT to regularly test the detectors as set forth in paragraph 2 of this Addendum, and RESIDENT shall report all malfunctions of any detectors immediately to the OWNER or AGENT in writing.

**10909 Girard St Omaha, NE 68142**

Executed this 2/2/2023 OWNER: **Naresh Chava** AGENT: Wistar Group

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Alicia Nielsen

alicia.d.nielsen@gmail.com

104.28.50.78

Michael Nielsen

174.198.67.111

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Signature

Christine Nielsen

christinenielsen82@gmail.com

72.104.232.177

Signature

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Doug Mertes

dmeredes@wistargroup.com

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## **Cleaning & Maintenance Responsibility Policy Addendum**

This Addendum is entered into on the date all parties have signed the agreement, by and between **Naresh Chava** for the owner and **Alicia Nielsen, Christine Nielsen, Mike Nielsen** hereinafter referred to as Tenant.

At the time you take possession of the property, it should be in a clean, well-maintained condition with all appliances and mechanical systems functioning correctly. Any pre-existing conditions and/or damages should be noted clearly on your walk through inspection sheet. If any conditions or damages are found that were not readily visible during the initial inspection they should be reported immediately.

The enclosed information outlines AGENT's policy regarding tenant cleaning & maintenance responsibilities during the lease and, if followed, will help ensure that your security deposit is returned at move out. This guide is intended as an outline of maintenance responsibility only and cannot address every possible cleaning or maintenance issue.

### **PLUMBING**

- Clogged plumbing due to day-to-day waste removal is a tenant responsibility.
- Toilet flush handles, flappers and chains are a tenant maintenance responsibility unless they fail within the first 30 days of the lease.
- Be careful to ensure that toys or hard objects are not flushed in the toilet as they can become lodged inside the toilet. In some cases the toilet may need to be replaced and the cost to repair or replace the toilet is a tenant responsibility.
- Leaky faucets and/or plumbing pipes should be reported immediately. They are considered normal wear and tear and are an owner responsibility to maintain unless it is observed that they are caused by tenant misuse. In the event that a plumbing leak goes unreported and causes excessive damage to the property, the tenant will be held liable for the additional damage.

### **APPLIANCE RANGE AND VENT HOOD**

- Stove burner drip pans are a tenant responsibility to maintain. The drip pans should be new or in excellent condition at the beginning of your lease and should be in the same condition at the end of your lease. If drip pans are in poor condition at move out, the replacement cost will be held from your security deposit.
- Flat surface stoves should be cleaned with only approved cleaning agents. Tenant will be held liable for any damage to the stove surface caused by abrasive cleaners and/or abuse.
- The Grease Filter, located in the vent hood or built microwave, is a tenant responsibility to maintain.

### **REFRIGERATOR**

- Refrigerator coils are located either behind or under the refrigerator. Tenants should clean behind and under the refrigerator as part of their regular home cleaning schedule. Dirty refrigerator coils will cause your refrigerator to work harder to stay cool and this increases your electric bill.
- Tenant is responsible for replacing the water filter after three months of occupancy.

### **DISHWASHER**

- Report any water coming from under the dishwasher or around the door immediately.
- Whenever you empty the dishwasher, look for papers, glass or debris that may collect at the bottom near the filter. Remove any debris immediately as it can cause damage to the internal components of the pump and drain system.

### **GARBAGE DISPOSAL**

- Garbage disposal is to grind and dispose of soft foods only. Do not allow utensils, hard foods or non-organic debris to enter the garbage disposal. (No eggshells, coffee grounds or rice should go into the garbage disposal)

- If the disposal makes a humming noise, but does not function, there is a debris lodged inside. Turn off electrical breaker, remove debris if possible, turn on breaker and test disposal.
- If disposal neither functions nor makes a humming noise, check breaker in breaker box and check reset button at bottom of disposal.
- Report any leaks coming from garbage disposal immediately.

## **HEATING VENTILATION AND AIR CONDITIONING**

- Report any unusual noises or smells coming from the air conditioner and any moisture in or around the A/C closet immediately.
- It is imperative that Air Conditioning filters be changed on a regular basis. We recommend that the filter(s) be changed monthly. Tenant will be held liable for any damages that are a result of the air filter(s) not being maintained during the tenancy. Filter(s) may be located inside the Air Handler or inside the return air vent. If you are unsure of your Air Conditioning filter's size or location, inquire with your property manager.
- Whenever the lawn is cut, dirt, dust and grass clipping are thrown into the air and can be sucked into the outside air-condensing unit if it is running. This will clog the unit and reduce its efficiency overtime. It is recommended that the air conditioner be off whenever the grass is being cut or trimmed nearby the outside air-condensing unit.
- Beware of wires and pipes behind or around outside air condensing unit. Be careful not to damage the A/C control wires whenever trimming grass nearby the unit and make sure the water condensation pipe stays above the ground level and keep it free of dirt and debris.

## **CARPETED AREAS**

Excessive wear and tear will happen if carpets are not cleaned properly on a regular basis. We recommend the following as a guide to caring for your carpets. You can reduce soil build up in carpeting by:

- Remove shoes when entering the home.
- Vacuum carpets on a weekly basis paying special attention to "high traffic" areas, as ground in sand and dirt will damage carpet fibers.
- We recommend that inexpensive throw rugs be used in "high traffic" areas to reduce expensive damage to carpets.
- Clean up spills as fast as you can. Blot or scrape up as much of the spill as possible, blotting with a clean dry towel from the outside toward the center. If you use a stain remover, test it first on an inconspicuous area of the carpet to make sure it does not damage the carpet.
- There are many tricks to removing set in stains, gum, candle, wax, etc. If you have any questions consult a professional or contact our office for suggestions.
- It is recommended that carpets be professionally cleaned as needed or at least once per year. If you rent or use your own carpet cleaner, make sure to follow the manufacturer's instructions so that damage to carpet does not occur. Using excess soap or water can damage carpets and the underline padding.

## **HARD FLOORING**

- All flooring should be cleaned on a regular basis to ensure the property is kept in clean and sanitary condition according to the lease.
- Ceramic and vinyl flooring should be swept and mopped on a weekly basis paying special attention to high traffic areas, edges and corners where a mop doesn't easily clean.
- Wood and laminate flooring should be cleaned on a weekly basis. Do not use excessive water on wood or laminate floors as this can damage the flooring. If mopping, use a special cleaner designed for wood floors.
- Clean and dry any spills immediately.

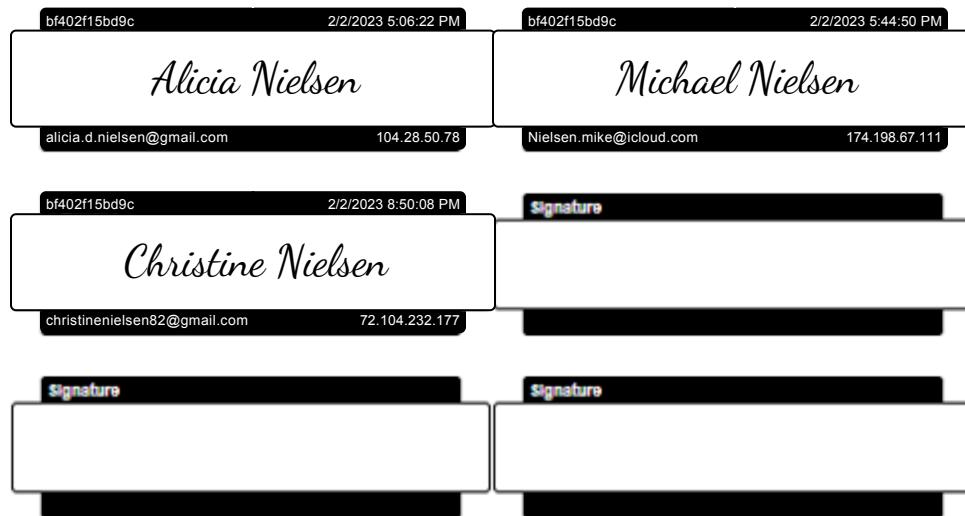
## **WALLS, DOORS, BLINDS & FIXTURES**

- Dust blinds no less than once a month, wiping any stains as needed. In areas where grease build up may be a concern (such as kitchen areas) wipe blinds with a suitable cleaner.
- Wipe any hand-prints or stains on walls, doors and switch plates as needed or at minimum every 3 months.
- Dust or vacuum baseboards, door trim, light fixtures and ceiling fan blades as needed or at minimum every 3 months.
- Dust or vacuum baseboards, door trim, light fixtures and ceiling fan blades as needed or at minimum every 3 months.
- Remove light fixture glass covers and wash with warm soapy water or in dishwasher as needed or at minimum once per year.
- Emergency maintenance items involving plumbing leaks where moisture is found in carpets walls or under sinks; function of the heating system, and hot water heater should be reported immediately to our office by phone.
- Non-emergency maintenance items should be reported to our office in writing via email or call.

**10909 Girard St Omaha, NE 68142**

**OWNER: Naresh Chava**

**AGENT: Wistar Group**



Signature

Signature

Signature

Signature

Signature

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Doug Mertes

dmerges@wistargroup.com

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## Bedbug Addendum

This agreement is an addendum and part of the rental agreement dated between **Naresh Chava**, hereby known as Owner/Agent and **Alicia Nielsen, Christine Nielsen, Mike Nielsen**, hereby known as Resident(s) for the premises located at ,,

- Residents acknowledge that the Owner/Agent has inspected the unit and is aware of no bedbug infestation.
- Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

- Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongs for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
- Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
- Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested , a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to: 1) Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners. 2) Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. 3) Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly. 4) Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly. 5) Wash all machine-washable bedding, drapes, and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the clothes may be infested with bedbugs. Discard any items that cannot be decontaminated. 6) Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- Residents agrees to indemnify and hold the Owner/Agent harmless from any actions, claims losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
- It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the Resident as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

**By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.**

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Christine Nielsen

2/2/2023 9:04:40 PM

Alicia Nielsen

2/2/2023 9:11:48 PM

Michael Nielsen

Signature



Signature



Signature



Signature



Signature



Signature



Signature



Signature



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Doug Mertes

## MOLD AND MILDEW ADDENDUM

This Addendum is entered into on the date all parties have signed the agreement, by and between **Naresh Chava** for the owner and **Alicia Nielsen, Christine Nielsen, Mike Nielsen** hereinafter referred to as Tenant.

Tenant acknowledges that the Residence is located in Nebraska, which has a climate conducive to the growth of mold and mildew. The OWNER/AGENT reserves the right to terminate the tenancy and Tenant agrees to vacate the premises in the event OWNER/AGENT determines, in its sole judgment, that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenants or other persons and/or tenant's actions or inactions are causing a condition which is conducive to mold growth.

- A. Proper ventilation and dehumidification is essential. Tenant agrees to be responsible for properly ventilating and dehumidifying the Residence and the contents to retard and prevent mold and mildew and that the OWNER/AGENT shall not be responsible for damage to the Residence or the personal property contained therein for damages caused by mold and mildew. OWNER/AGENT RECOMMENDS THAT AIR CONDITIONING BE USED IN WARMER MONTHS EVEN WHEN THEY ARE NOT HOME.
- B. Tenant acknowledges that mold growth will occur if the Residence is not properly ventilated. This can be an issue particularly during the warmer months when temperatures and humidity levels are higher. The tenant agrees to properly ventilate and keep the humidity level below 50%.
- C. Tenant shall periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets and windows and patio door using a common household disinfecting cleaner
- D. On a regular basis, Tenant shall wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, window sills.
- E. Tenant shall use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all the excessive moisture is vented from the bathroom.
- F. Tenant shall use the exhaust fans in the kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture is vented from the kitchen.
- G. Tenant agrees not to overfill closets or storage areas. Ventilation is important in these areas.
- H. Tenant agrees not to allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period or time.
- I. In damp or rainy weather conditions, Tenant must keep windows and doors closed.
- J. If possible, Tenant shall maintain a temperature between 50 and 80 degrees Fahrenheit at all times.
- K. Tenant shall clean and dust Residence on a regular basis. Regular vacuuming, mopping and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- L. Tenant agrees to report immediately to the OWNER/AGENT any evidence of water leak or excessive moisture in the Residence, storage room, garage or any common area.
- M. Tenant agrees to report immediately to the OWNER/AGENT any evidence of mold growth that can't be removed by simply applying a common household cleaner and wiping the area. Also Tenant agrees to report any area of mold that reappears despite regular cleaning.
- N. Tenant agrees to report immediately to the management office any failure or malfunction with the heating, ventilation and air-conditioning system (HVAC), or laundry system, Tenant will not block or cover any of the HVAC ducts, if any, in the Residence.
- O. Tenant shall report immediately to the OWNER/AGENT any inoperable windows or doors.
- P. Tenant shall report immediately to the OWNER/AGENT any musty odors that are noticed in the Residence.

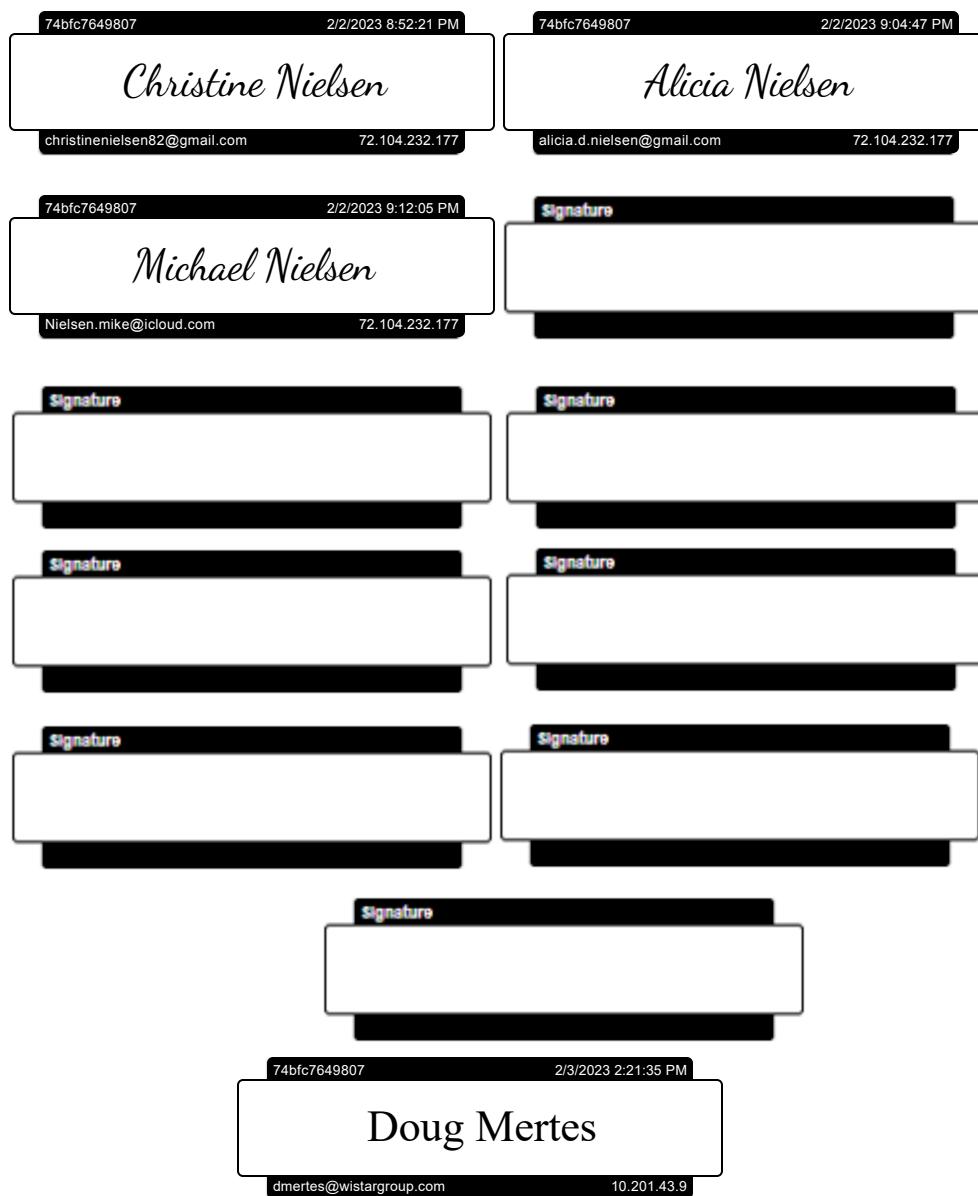
If the Tenant fails to comply with the provision of the lease, Tenants can be held responsible for the property damage to the dwelling and problems that may result. Noncompliance includes, but is not limited, Tenant's failure to notify OWNER/AGENT or any mold, mildew, or moisture problems immediately IN WRITING. Violations shall be deemed a material violation under the terms of the Lease and OWNER/AGENT shall be entitled to exercise all rights and remedies it possesses against Tenants in law or in equity and Tenants shall be liable to OWNER/AGENT for damages sustained to the Leased premises. Tenants shall hold OWNER/AGENT harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this Lease provision.

**10909 Girard St Omaha, NE 68142**

**OWNER: Naresh Chava**

**AGENT: Wistar Group**

Signatures:



(This is a legal document. If you do not understand it please consult an attorney)

THIS RENTAL AGREEMENT ("Agreement") made by and between **Naresh Chava** ("OWNER"), and **Alicia Nielsen, Christine Nielsen, Mike Nielsen** (whether one or more, "RESIDENT"). OWNER or AGENT, defined hereafter, and RESIDENT agree that RESIDENT shall rent **10909 Girard St Omaha, NE 68142** for a period beginning **2/10/2023**, and ending at midnight on **2/15/2024 ("Initial Term")**. Rent shall be **\$1,795.00** per month and RESIDENT agrees to pay such amount on or before the 1st day of each month ("Rent"). RENT SHALL BE PAID BY CHECK, AUTOMATIC WITHDRAWAL, ONLINE PAYMENT, CERTIFIED OR CASHIER'S CHECK. Checks made payable to, and delivered to **Wistar Group, PO Box 31453 Omaha, NE 68131**

This agreement is subject to the following terms:

1. **HOLDOVER - RENTAL:** At the end of the rental period, RESIDENT's tenancy shall continue on a month-to-month basis at a rental rate of **\$2,154.00** unless OWNER or AGENT notifies RESIDENT of a requirement to enter into a new Rental agreement or extend the period of this Agreement. Such offer shall be made in writing by the OWNER or AGENT. RESIDENT MUST GIVE A SIXTY (60) DAY NOTICE OF INTENT TO VACATE UNIT AT THE END OF INITIAL PERIOD. SUCH NOTICE MUST BE RECEIVED BY OWNER OR AGENT AT LEAST sixty (60) DAYS PRIOR TO THE END OF THE INITIAL PERIOD OR RESIDENT's SECURITY DEPOSIT MAY NOT BE REFUNDED.
2. **LATE PAYMENT CHARGE:** RESIDENT shall be charged the greater of (i) ten percent (10%) of the Rent balance, or (ii) \$25 dollars, whichever is greater, plus any applicable administrative charges, which shall be automatically added to the above rental payment, if the rent is not received by AGENT by the 4th day after the due date. Payment of said late charge shall not waive OWNER's and AGENT's rights to terminate this agreement following non-payment of the Rent. RESIDENT will be charged \$35 dollars for any check returned by RESIDENT's bank unpaid. Such check charge shall be automatically added to the balance of the RESIDENT's account due to OWNER and/or AGENT and shall be in addition to any rent or late charge then owing. Returned checks shall be redeemed only with secured funds. OWNER and/or AGENT shall then have the right to refuse all personal checks tendered as payment thereafter. **RESIDENT will be responsible for all cost incurred to collect money owed to OWNER and/or AGENT. If the eviction process has begun against RESIDENT a \$300.00 rental reinstatement fee shall be applied to stop the eviction process. If RESIDENT's first full months Rent is late OWNER shall have the right to terminate AGREEMENT at its sole discretion.**

**IT IS AGREED any payments made by RESIDENT or on behalf of RESIDENT shall be applied first to late fees, then to maintenance expenses, then to any damages attributable to RESIDENT, then to any other services provided by OWNER or AGENT, and finally Rent.**

**RESIDENT shall be assessed a \$15 administrative fee for each SEVEN (7) Day Notice for the Initial Term. However, RESIDENT shall be afforded one (1) SEVEN (7) Day Notice administrative fee.**

**RESIDENT shall be assessed a \$50.00 administrative fee for each Void check fee requested.**

3. **ENTRY:** OWNER and/or AGENT shall have a master key to all locks. RESIDENT SHALL NOT INSTALL AUXILIARY LOCK(s), OR REKEY EXISTING LOCKS. OWNER and/or AGENT may enter Unit without consent or notice in case of emergency. RESIDENT hereby consents to allow OWNER and/or AGENT to enter Unit for inspection, to make repairs or alterations, or to exhibit Unit to prospective residents, purchasers, mortgagor, appraisers, insurance agents, etc. upon verbal or written notice given the day before entry is made at the latest.
4. **RENTAL INCREASES:** Following the Initial Term, OWNER and/or AGENT may increase the amount of Rent upon sixty (60) days written notice to RESIDENT, in which event RESIDENT shall have the election upon sixty (60) days written notice to OWNER and/or AGENT to cancel this Agreement or to continue same at increased Rent. If RESIDENT elects to cancel RESIDENT must notify OWNER and/or AGENT in writing within sixty (60) days after notice of increase in rent or right to cancel shall be deemed to be waived.
5. **UTILITIES:** RESIDENT has until **2/10/2023 OR the date that is scheduled to pick up keys**, to procure and put utilities in RESIDENT'S name or OWNER and/or AGENT may shut such utilities off without further notice to RESIDENT. RESIDENT agrees to pay an administrative fee of \$20 per day per utility if any of the utilities RESIDENT is

responsible for is not in the RESIDENT's name. RESIDENT must keep utilities on and if RESIDENT does not OWNER and/or AGENT may evict the RESIDENT or at the option of OWNER and/or AGENT put utilities in its name and evict RESIDENT. In the event RESIDENT contacts any utility provider and requests the discontinuation of said utility then RESIDENT agrees this shall be considered an act of abandonment of the Unit and OWNER and/or AGENT shall be entitled, upon receiving verification from any utility provider that RESIDENT has requested such utility(ies) to be terminated, to take possession of the Unit without further action by OWNER and/or AGENT or RESIDENT. OWNER may procure the following utilities for reimbursement by RESIDENT monthly as detailed below. OWNER makes no representations or warranties about the quality or function of any utilities provided by OWNER.

<b>Heat:</b>	<b>RESIDENT</b>
<b>Sewer:</b>	<b>RESIDENT</b>
<b>Electricity:</b>	<b>RESIDENT</b>
<b>Water:</b>	<b>RESIDENT</b>
<b>Cooking Gas:</b>	<b>N/A</b>
<b>Trash service:</b>	<b>RESIDENT</b>
<b>Internet:</b>	<b>RESIDENT</b>

Pet Fee (If applicable): **\$0.00**

**Total for charges/reimbursements/Fees other than rent (if applicable): 72.00**

**Building & Facilities: See Addendum**

**Total monthly payment** for rent, pet fee (see below), and reimbursements to OWNER: **\$1867.00**

6. **WAIVER:** OWNER and/or AGENT's waiver of any breach by RESIDENT shall not constitute a waiver of any subsequent breach.
7. **NON-COMPLIANCE BY RESIDENT:** If RESIDENT does not comply with any term of this Agreement or with any rules and regulations now in effect or any rules and regulations OWNER and/or AGENT may institute in the future with notice to RESIDENT, then OWNER and/or AGENT may give written notice to RESIDENT specifying acts or omissions constituting breach and rental agreement will terminate on a date not less than 30 days after receipt of notice if such breach is not remedied within 14 days and Agreement will then terminate as provided in such notice. OWNER and/or AGENT MAY TERMINATE THIS AGREEMENT IF RENT IS UNPAID WHEN DUE AND RESIDENT FAILS TO PAY RENT WITHIN SEVEN (7) DAYS AFTER WRITTEN NOTICE BY OWNER and/or AGENT OF NON-PAYMENT. RESIDENT shall always provide to OWNER/Agent an active phone number where RESIDENT may be contacted.

RESIDENT will be charged a \$100 Agreement Violation Fee for each instance of non-compliance whereas OWNER and/or AGENT has issued written notice of said non-compliance, which does not ultimately result in the eviction of RESIDENT, in order to compensate for the administrative expenses relating to the non-compliant actions or omissions of RESIDENT.

8. **DAMAGES: NEITHER OWNER NOR AGENT IS LIABLE FOR PERSONAL PROPERTY,** whether in the unit, in storage areas or anywhere related to this Agreement. Neither OWNER nor AGENT shall be responsible for theft, damage or loss to any property of the RESIDENT, whether or not caused by OWNER and/or AGENT's negligence. Each party waives all claim for recovery from the other for loss or damage of any property insured under collective insurance policies to the extent of any recovery collectible provided that this waiver shall apply only when permitted by applicable policies of insurance. RESIDENT will give notice to OWNER and/or AGENT of any breakage, damage, waste or litter or of any structure, Unit or appliances or common area, and if caused by RESIDENT, its family or guest, or by failure to promptly report same. RESIDENT shall reimburse OWNER and/or AGENT for the total cost of such repairs, waste, damage or litter and for replacement cost of all property damaged, to be paid as additional rent, and to be due and payable on next rental date after demand by OWNER and/or AGENT.

**Package Release:** Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unboxed deliveries, and agrees to hold Owner harmless for the same.

Tenant acknowledges that the Landlord does not carry insurance, nor is responsible, to cover the Tenant's personal property or personal liability. Tenant agrees to comply with the requirements of the Landlord's present or future insurance carriers and not to permit anything to be done at or within the premises which shall cause cancellation of the Landlord's policy or increase in the current rate of insurance thereon. Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by the Tenant. Tenant also agrees that Landlord is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Landlord.

Tenant is required to maintain a renter's insurance policy at all times during occupancy. Property management company must be named as additional insured on renter's insurance policy. Proof of such policy must be presented to Landlord prior to move-in. Failure to maintain personal liability insurance is an incurable breach of this Lease Agreement and may result in termination of tenancy and eviction and/or any other remedies provided by this Lease Agreement or state statute

**9. BROKEN WINDOWS, DOORS, SCREENS:** RESIDENT shall pay for broken windows, torn or missing screens or storms, or broken doors unless RESIDENT sends OWNER and/or AGENT a list in writing enumerating torn screens, broken windows, and missing inserts within 10 days of execution of this Agreement for repair.

**10. VANDALISM:** RESIDENT is solely responsible for all vandalism committed in or to the Unit.

**11. ADHESIVE STICKERS:** RESIDENT is liable for the cost of removing all adhesive stickers to doors, walls and windows of the Unit.

**12. ASSIGNMENT AND OCCUPANCY OF UNIT:** RESIDENT shall not assign or sublet said Unit without written consent of OWNER and/or AGENT. This agreement shall be subordinate to any mortgage or deed of trust which may now or hereafter effect the Unit and no further instrument shall be needed to effect this subordination. The only individuals allowed to reside in the residence are those above mentioned RESIDENT and the following individuals: Ella Biughton (4 yo), Layla Nielsen (0 yo). Should RESIDENT terminate their Agreement prior to the end of the Initial Term, in addition to all other fees and costs contemplated by this Agreement there will be a re-leasing fee assessed to the RESIDENT's account equal to one half (1/2) of one months Rent.

**13. USE AND OCCUPANCY OF UNIT:** RESIDENT shall use Unit only for private dwelling with occupancy limited to those adults above mentioned and their dependents, **Ella Biughton (4 yo), Layla Nielsen (0 yo)**, in compliance with the BOCA code occupancy standards. RESIDENT shall not permit use of said Unit for any unlawful, immoral or objectionable purposes or anything which may create a fire hazard and RESIDENT will comply with all applicable governmental laws and regulations. **RESIDENT is aware that drug trafficking is a violation of the law and that illegal drug trafficking or use is a substantial breach of the terms of this Agreement. Delivery shall take place upon receipt of or access to the dwelling keys. Possession shall take place subject to surrender of Unit from previous RESIDENT to AGENT and will cease after terms of this lease are met and keys returned to, or possession granted to OWNER/AGENT. Rents shall be prorated to actual date of occupancy.**

**RESIDENT SHALL** notify OWNER and/or AGENT in writing of any individual that occupies this Unit for a period greater than 7 days. OWNER and/or AGENT shall assess \$200.00 per month per unauthorized person fee for each unauthorized person residing at the Unit.

**RESIDENT SHALL** not give keys nor key-less entry codes to non-occupants for common area entry doors or dwelling. OWNER and/or AGENT may rekey or recode subject locks at RESIDENT'S expense if the RESIDENT is in violation.

**SERVICE CALLS:** RESIDENT shall be assessed a fee of \$35 in the event they are not present for a service call that was previously arranged. Furthermore the RESIDENT shall be charged \$35 per hour for wait time in the event a maintenance technician has arrived on time and is left waiting for RESIDENT in order to enter the premise.

**14. DUTIES OF RESIDENT:** The RESIDENT agrees to:

- a. Maintain the Unit in clean and safe condition and upon termination or expiration of this Agreement, put the Unit in as clean a condition except for ordinary wear and tear as when occupancy commenced;

- b. Dispose from Unit all ashes, rubbish, garbage and other waste in a clean and safe manner and in plastic garbage bags; keep all plumbing fixtures as clean as condition permits, use in reasonable manner all electrical, plumbing, heating, air conditioning and other facilities and appliances. TRASH AND/OR GARBAGE SHALL BE KEPT IN PLASTIC BAGS AND REMOVED TO OUTSIDE TRASH CANS OR DUMPSTERS, AS PROVIDED.
- c. No person (RESIDENT, GUEST, OR OTHERWISE) may smoke/vape inside the Unit.
- d. RESIDENT acknowledges that all drains in the Unit are free running and that any stoppages of sink, tub, or toilet drains, within the Unit, will be caused by RESIDENT. RESIDENT agrees to pay the cost necessary to clear any such drain stoppages. This provision does not address main line or joint use drain lines which shall remain the responsibility of the OWNER and/or AGENT. RESIDENT AGREES TO PURCHASE AND USE A DRAIN PLUNGER, AND TO NOT USE ANY LIQUID DRAIN OPENERS, BEFORE CALLING OWNER and/or AGENT TO CLEAR DRAIN STOPPAGES. In the event of any service call or repair to garbage disposal, toilet or other plumbing necessitated by act or omission of RESIDENT, then in such event, RESIDENT shall reimburse OWNER/AGENT for the cost thereof to be paid as additional rent due and payable on the next rental date after demand by OWNER/AGENT.
- e. Not deface, damage, waste, litter or remove any part of the Unit or permit any persons or guest to do so; conduct himself/herself and guests in a manner not to disturb neighbor's peaceful enjoyment of the Unit.
- f. Abide by the existing rules and regulations attached hereto and make a part of this Agreement and any further rules and regulations adopted hereafter following notice by OWNER and/or AGENT to RESIDENT.
- g. Obtain OWNER and/or AGENT's prior written permission before making any alterations, additions, improvements including painting or changes in the Unit, whether exterior or interior. Any alterations, additions, improvements or changes which the OWNER and/or AGENT does permit shall become the property of the OWNER and/or AGENT and shall remain at the Unit at the termination of the RESIDENT's tenancy.
- h. Give notice to the OWNER and/or AGENT of any anticipated extended absence in excess of seven (7) days. Said notice must be given no later than the first day of the extended absence. If the RESIDENT abandons the dwelling unit, the OWNER and/or AGENT shall take immediate possession. RESIDENT'S physical absence from the Unit without notice to the OWNER and/or AGENT for seven (7) days shall constitute abandonment.
- i. RESIDENT SHALL provide access to Unit at the convenience of AGENT once RESIDENT requests service to Unit.
- j. RESIDENT and or guests shall not engage in ANY illegal or illicit activity while occupying the Unit.
- k. RESIDENT shall be responsible for snow/ice removal and lawn care except for areas common to other residents at the Unit.
- l. RESIDENT shall keep unit free from all insect and rodent infestation.
- m. Upon possession RESIDENT shall immediately test all smoke detectors and notify AGENT if NOT functional.
- n. Furnace filters - if you have access to the furnace it is the RESIDENT's responsibility to change the furnace filter on a monthly basis
- o. If a single family home, RESIDENT acknowledges they are responsible for gutter cleaning on a regular basis. If it is discovered water issues or other related issues occur due to uncleared gutters, the RESIDENT will be responsible for all costs associated with damage or labor to clean the gutters and remove the water from the Unit.
- p. Any damage to the Unit shall be charged to RESIDENT at the rates of repair as posted on AGENT's website and/or expressed in this Agreement and its attachments.
- q. RESIDENT gives permission to AGENT to provide auto-dialing communications, RESIDENT shall notify AGENT at any time RESIDENT deems fit to be removed from auto-dialing communications.

**15. APPLIANCES AND FURNISHINGS:** RESIDENT acknowledges that any ranges, refrigerators, caring or rugs, garbage disposal unit, drapes, dishwasher, or any other appliances or personal property now in said unit shall remain in the property of the OWNER and/or AGENT and RESIDENT shall not damage, alter or remove same. Any improvements made by RESIDENT shall become the property of the OWNER and/or AGENT. Appliances included are as follows:

<b>REFRIG:</b>	<b>Yes</b>
<b>STOVE:</b>	<b>Yes/Electric</b>
<b>DISHWASHER</b>	<b>Yes</b>
<b>WINDOW A/C:</b>	<b>No</b>
<b>CENTRAL A/C:</b>	<b>Yes</b>
<b>WASHING MACHINE/DRYER:</b>	<b>Washer/Dryer Included</b>
<b>MICROWAVE:</b>	<b>Yes</b>

**16. PETS:** NO PETS ARE PERMITTED UNLESS OWNER and/or AGENT CONSENTS IN WRITING HEREIN. (Check applicable provision below.

**Total number of pets agreed to in lease: 2**

**Pet Type: Canine      Breed: Great Dane**  
**Pet Type: Canine      Breed: Mastiff**

An additional **\$0.00 TOTAL PER PET(S) / PER MONTH** shall be assessed as the monthly pet rent for the pet(s) described herein (details described in special provisions). DAMAGES MAY NOT BE LIMITED TO THIS FEE AND MAY BE OFFSET, BUT NOT LIMITED BY THE RESIDENT'S SECURITY DEPOSIT MADE HEREUNDER. Pet is specifically limited to the description above and is to be controlled so as not to disturb the peaceful enjoyment of the RESIDENT or to be destructive to Unit or common area. Pets cannot be of a dangerous breed. RESIDENT is also to comply with local municipal pet regulations. No fish tanks larger than 3 gallon are permitted without written consent of OWNER and/or AGENT.

Upon giving notice of move out RESIDENT will be charged a \$30 black light fee to Agent to conduct an inspection using a black light to find urine stains in order to best assess the damage of the pet(s).

**IN THE EVENT RESIDENT HAS NOT RECEIVED WRITTEN AUTHORIZATION FROM LANDLORD AND IS FOUND TO HAVE A PET FOR ANY PART OF THE MONTH THERE SHALL BE A \$200.00 PER MONTH PET RENT ASSESSMENT FOR EACH PET.**

**17. CONDITION OF UNIT:** RESIDENT accepts Unit in present condition, RESIDENT shall surrender Unit at termination of Agreement in as good and rentable condition as received, with the exception of reasonable wear and tear.

**RESIDENT ACCEPTS UNIT IN AS IS CONDITION**

**18. SECURITY DEPOSIT:** RESIDENT shall pay herewith a security Deposit of **0.00**. THIS SECURITY DEPOSIT IS NOT A RENT PAYMENT. RESIDENT understands and agrees that Agent shall not maintain security/damage deposits, which shall be deposited with the OWNER and/or AGENT's trust account funds by Agent. Security Deposit funds shall become the responsibility of the OWNER immediately upon receipt. RESIDENT agrees that in the event that a dispute arises over a claim or claims to the security deposit and/or advance rents, if any, and the dispute cannot be resolved between the parties, RESIDENT agrees to hold Agent, its employees, agents, assigns, successors and heirs harmless and in the event of any litigation will look solely to the OWNER.

**TERMS FOR SECURITY DEPOSIT REFUND.**

- a) Entire Unit, including all appliances, bathroom, fixtures, closets, woodwork, and cabinets are clean.
- b) No indentations or scratches in the woodwork.
- c) Floor shall be restored to original condition, normal wear and tear excluded.
- d) If RESIDENT has installed wall-to-wall carpeting or otherwise affixed carpeting to the floor, carpeting shall remain. Any window-shades, curtain rods drapery hardware or other items affixed to Unit shall remain with the Unit.
- e) RESIDENT shall have paid all delinquent Rent or other charges made pursuant to this Agreement.
- f) RESIDENT shall cooperate in allowing Unit to be shown to prospective RESIDENT during the last 60 days of occupancy. RESIDENT shall cooperate in allowing Unit to be shown to prospective buyers.
- g) All debris, rubbish and discards shall have been removed from Unit by RESIDENT and placed in proper containers. All keys shall have been returned, including MAIL BOX KEYS, if applicable. RESIDENT shall have left forwarding address with the OWNER and/or AGENT.
- h) RESIDENT shall have otherwise complied with this Agreement.
- i) Full term of Agreement has expired and all provisions are complied with including notice of termination.
- j) No damage to Unit or contents thereof or common area beyond normal wear and tear.
- k) The OWNER and/or AGENT and only the OWNER and/or AGENT will determine whether the Unit will qualify as "clean".
- l) **COLLECTION COST:** RESIDENT shall be responsible for all cost of collection for unpaid rents, late fees, uncollectible checks, and maintenance or repair charges for damage or rubbish removal caused by RESIDENT or RESIDENT's guests. Such cost will be added to the RESIDENT's rental account and a service charge of 1 1/2% per

- month from the date incurred will be charged on all unpaid amounts as well as any collection costs or fees.
- m) RESIDENT SHALL BE RESPONSIBLE for returning the Unit in a clean and undamaged condition, subject only to normal wear and tear. RESIDENT hereby agrees that any personal property left in the Unit after the keys are returned to the OWNER and/or AGENT shall be considered abandoned and hereby grants permission to the OWNER and/or AGENT to have such property disposed of in any manner deemed appropriate by the OWNER and/or AGENT, without further notice, and any cost of removal shall be the obligation of the RESIDENT.
  - n) Any promotional monetary credit given as an inducement to enter this Agreement shall be rescinded and RESIDENT shall be obligated to reimburse OWNER an amount equal to said inducement in the event RESIDENT does not complete the Initial Term of this Agreement. A \$25 check processing fee shall be applied if during the Initial Term and any extension RESIDENT requests a refund of a credit balance that may exist.  
 Inspection of the Unit will be made only after RESIDENT has moved out completely and SURRENDERED KEYS. Request for the return of Security Deposit must be made in writing to Wistar Group, PO Box 31453 Omaha, NE 68131. Security Deposit will be refunded within 14 days of request by check mailed to the forwarding address, **AS REQUIRED BY THE NEBRASKA LANDLORD'S AND TENANT'S ACT. Security Deposit will not be hand delivered. RESIDENT AGREES TO PAY THE LAST MONTH'S RENT IN FULL AND ACKNOWLEDGES THAT SECURITY DEPOSIT IS NOT TO BE USED AS A RENT PAYMENT. Security deposit shall be delivered to the primary account holder as determined by AGENT.**

**19. PARKING: Parking Permit # (if applicable):**

If a parking permit is required for this Unit the RESIDENT understands that it is their responsibility to have the permit in such a place that it is easily seen. Any cost incurred due to towing will be solely that of the RESIDENT. The OWNER and/or AGENT or his Agent are not held responsible for such cost.

**20. LEAD DISCLOSURE:** If for whatever reason RESIDENT has not received Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards or the EPA's 'Protect Your Family From Lead In Your Home' pamphlet the RESIDENT will have the option to void this Agreement if Unit was built before 1979.

**21. Special Provisions:\*\*** -Alicia Nielse, Mike Nielsen, Christine Nielsen will pay \$30.00 a month for Your Renters Insurance Group (YRIG), so a security deposit payment is not required by Wistar Group.

22. -Plan A from Resident Benefits Package \$42.00 a month

**23. BUY OUT PROVISION:** RESIDENT may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- a) RESIDENT gives AGENT written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date may be anytime during a month);
- b) RESIDENT specifies the new termination date in the notice, i.e., the date by which RESIDENT will move out;
- c) RESIDENT is not in default under the Lease Contract on the date RESIDENT gives AGENT the notice of buy-out;
- d) RESIDENT is not in default under the Lease Contract on new termination date (move-out date);
- e) RESIDENT moves out on or before the new termination date and does not hold over;
- f) RESIDENT pays AGENT a buy-out fee (consideration) of two months rent;
- g) RESIDENT pays AGENT the amount of any concessions received when signing the Lease Contract;
- h) RESIDENT complies with any special provisions;
- i) The buy-out fee (f) and concessions (g) are due and payable no later than 1 day after RESIDENT gives AGENT written notice of buy-out.

**24. SATELLITE DISH INSTALLATION:** RESIDENT is **NOT** permitted to install or attach a satellite dish to any structure on the Unit. RESIDENT shall be assessed \$300.00 if it is found that an unauthorized satellite dish is installed or attached to any part of the structure for any portion of the Initial Term or any extension.

This Agreement is not binding until signed by OWNER or OWNER's agent. ALL RESIDENTS SIGNING ARE JOINTLY AND SEVERALLY LIABLE. If any RESIDENT signing this Agreement shall fail to fulfill such RESIDENT's obligations hereunder, such RESIDENT shall not be released from his or her obligations and all remaining RESIDENTs shall still be obligated, in full, for the terms of this Agreement. Any language contained in this agreement which pertains to any gender shall be deemed to be neutral and apply to both genders equally. In the event RESIDENT is a Section 8 participant then this Agreement shall become voidable either by RESIDENT or AGENT in the event the INITIAL INSPECTION and subsequent FOLLOW UP INSPECTION fails to meet Housing Authority standards and advises AGENT of same. OWNER shall have the right to place a For Sale sign and lock box on the Unit..

OWNER: **Naresh Chava**

AGENT: Wistar Group

2/2/2023 8:57:27 PM

2/2/2023 9:04:54 PM

2/2/2023 9:12:27 PM

*Christine Nielsen*

*Alicia Nielsen*

*Michael Nielsen*

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

2/3/2023 2:21:36 PM

Doug Mertes

## Addendum: REGISTERED RENTAL PROPERTY

### **TENANT RIGHTS FORM** (*This form should be provided to tenants at the time of lease signature*)

This information sheet provides you with general information about your rights and responsibilities. Please read it carefully and let us know if you have any questions.

#### **Rights and Responsibilities**

Owners and residents of rental properties have specific rights and responsibilities under current state and local laws. As a resident, your rental

home must be a safe place to live. In other words, it must be habitable. This means that your home must have the following:

- A structure that is weatherproof and waterproof; there must be no holes or cracks that allow rain or wind to enter;
- A plumbing system in good working condition and connected to the local water supply and sewage system or functional septic system;
- Floors, stairs and railings in good repair;
- A hot water system capable of producing water of at least 110 degrees Fahrenheit;
- An electrical system that was legal when installed and without loose or exposed wiring;
- A heating system that is in a safe, working condition and maintains a minimum of 68 degrees Fahrenheit when exterior temp is 24 degrees or higher.
- A lack of insect or rodent infestation;
- A home that is free from garbage or debris;
- Sufficient garbage or trash receptacles;
- A working toilet, wash basin and bathtub or shower;
- A kitchen with a sink;
- A safe fire or emergency exit;

#### **As a resident, you have a responsibility to do the following:**

- Maintain a clean and sanitary rental home;
- Properly dispose of garbage or trash;
- Properly operate all electrical, gas and plumbing fixtures;
- Refrain from damaging or defacing the home or allowing anyone else to do so;
- Use the living and dining rooms, bedrooms and kitchens for their proper purposes;
- Report broken door or window locks;
- Contact the rental owner or property manager immediately to report any problems with your rental home especially any water damage or leaks;
- Comply with all rules, terms and conditions of the rental agreement.

#### **Retaliation is Against the Law**

A rental owner or property manager may not evict or threaten to evict a resident for exercising a legal right, such as requesting habitability repairs.

#### **Maintenance and Repairs**

Owners and managers want to know if there is an item that needs repair in your home. If you have a problem with any of the habitability items listed, you should:

*Contact the rental owner or property manager first. You should document your request in writing and keep a copy. Photographs of the condition are also suggested.*

**If there is water intrusion, a water leak or any water damage occurring to the property, contact the owner or manager immediately.**

Allow reasonable period of time for repair. In most cases, the owner or manager will begin working on your request shortly after it is made. Some repairs may take longer than others to complete. Current law indicates that 30 days is a reasonable period of time to address a repair, but it also depends on the nature of the repair. If you have waited a reasonable period of time and the requested repair has not been made, you may contact your local housing enforcement department to file a complaint.

**Owner's Right to Enter and Your Rights**

In most cases, the owner or manager must provide you with prior written notice to enter your rental home. Written notice is considered reasonable if it is provided at least 24 hours in advance. A written notice is required in the following situations:

- To make necessary or agreed upon repairs;
- For inspection of the smoke detector and carbon monoxide detectors;
- If a court permits it.

**However, a prior written notice is not required in the following situations: In an emergency;**

- When you or another tenant consents;
- After you have abandoned or surrendered the rental home;
- Upon a verbal agreement to allow the owner to make agreed upon repairs or supply services.

**Rental Agreement and Other Obligations**

The rental agreement, whether it is a month to month or a lease, provides the rules and policies while living at the rental home. Be sure to read

the language carefully because it is considered a contract between the owner (and/or manager) and resident.

**Resident Confirmation**

Resident(s) acknowledge(s) having read and understood the forgoing and received a copy. Resident(s) agree to contact owner/manager first to address any issue(s) with the home.



## Rental Property Registration Inspection (RPRI) Checklist

Use of checklist:

Property owners will use the RPRI Checklist to confirm that their rental housing properties and units meet the requirements of the Rental Property Registration and Inspection ordinance (RPRI) or, if units are vacant, they will meet the requirements prior to being rented.

Inspectors will use the checklist to validate that rental housing properties have been maintained according to the RPRI requirements.

The checklist includes specific items from the City of Omaha Chapter 48 Property Maintenance Code . At the beginning of each numbered checklist section is a general description of the minimum requirements for the structure or for specific rooms. Below the general description is a set of checklist items to be reviewed.

To use the checklist, review each checklist item. If the described condition is present, check the box. Once completed, if any items are checked see 1 and 2 below.

### **1. When registering a rental property**

- Items listed as “MAJOR” indicate a significant maintenance issue that if present, must be fixed in order to occupy a unit or before renting an unoccupied unit.
- Items listed as “MINOR” are also maintenance issues and must be repaired to comply with the City’s Municipal Code, but the unit can be registered or rented if one or more of these items are present.
- 

### **2. When using the checklist for a RPRI inspection.**

- Items listed as “MAJOR” must be repaired before the unit can pass inspection and be considered in Compliance.

If any requirement in this checklist is different than what was authorized and constructed under a valid building permit, then the building permit requirement is the standard that must be met. Smoke detectors and Carbon Monoxide alarms, handrails and guardrails, and dead bolts or dead latches on entry doors are required regardless of previous standards.

Units with shared kitchens and baths such as those in a Single Room Occupancy (SRO), rooming house, or micro-housing property are considered individual rental housing units, and during RPRI inspections, both the individual rental housing unit and any associated common kitchen or bath areas will be inspected.

## Definitions

As used in this checklist:

- **Habitable space:** means a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
- **Good working order/well maintained/in good repair/safe and sound condition:** means the referenced item is functioning and can be used for its intended purpose without modification.
- **Structurally sound:** means the referenced element is capable of withstanding normal loads and forces for the intended use.
- **Unsafe means:** Structurally unsound, provided with inadequate egress, constituting a fire hazard, or otherwise dangerous to human life, or constituting a hazard to safety, health or public welfare because of neglect, deterioration, instability, dilapidation, obsolescence, damage by fire, abandonment or other cause.

## Limitations

This checklist is used solely to determine if a rental property meets the requirements of the Rental Property Registration and Inspection ordinance, Omaha Municipal Code Chapter 48, Article II. It is not an evaluation of whether a property meets other City, State, or Federal requirements. There may, however, be property conditions that should be addressed for other reasons

<b>1 Exterior: Structure (IPMC Chapter 3)</b>	<b>3</b>
<b>2 Interior: Structure, Shelter, and Maintenance (IPMC Chapters 3 and 4)</b>	<b>5</b>
<b>3 Security and Safety (IPMC Chapters 3 and 7)</b>	<b>6</b>
<b>4 Heating System (IPMC sections 602 and 603)</b>	<b>8</b>
<b>5 Electrical Standards (IPMC section 604)</b>	<b>9</b>
<b>6 Plumbing and Hot Water (IPMC chapter 5)</b>	<b>9</b>
<b>7 Sanitation Standards: Bathrooms (IPMC Chapters 4 and 5)</b>	<b>10</b>
<b>8 Sanitation Standards: Kitchen (IPMC Chapter 5)</b>	<b>11</b>
<b>9 Owners' Obligations (307 rubbish and garbage and 308 extermination)</b>	<b>12</b>

## **1 Exterior: Structure (IPMC Chapter 3)**

Roof, chimney, foundation, stairs, and decks are reasonably free of decay (e.g., severe cracks, soft spots, loose pieces, deterioration, or other indications that repair is needed); maintained in a safe, sound, and sanitary condition; and capable of withstanding normal loads and forces. The building and its components, including windows, should be reasonably weather-proof and damp-free.

### **1.1 (304. 7) Roof, flashing, gutters and downspouts must be maintained in a safe and sound condition and in good repair based on visual inspection.**

**a.** MAJOR - *Roof has holes and/or structural member is broken or decayed*

*(304.7 roof and 304.4 structural members)*

**b.** MINOR - *Roof is not weather-proof or has clear evidence of leaking.*

*(304.7 roof 305.3 interior surfaces- moisture/water damage)*

### **1.2 Chimney is maintained in a safe and sound condition and in good repair with no major damage based on visual inspection (does not pose imminent danger).**

**a.** MAJOR - *Pulling away from structure, unstable, or otherwise at risk of falling.*

*(304.11 chimneys and towers, 304.4 structural members)*

**b.** MINOR - *Loose bricks at the top and/or masonry requires repointing at top.*

*(304.11 chimneys and towers)*

**c.** MINOR - *Loose or missing bricks or masonry in middle or at chimney base.*

*(304.11 chimneys and towers)*

### **1.3 (304.5 foundation walls, 304.4 structural members) Foundation is weather-proof, maintained, and structurally sound.**

**a.** MAJOR - *Foundation is failing: leaning, crumbling, missing pieces, broken, collapsing, bowing, or deflected*

*(304.4 structural members, 304.5 foundation walls)*

**b.** MINOR *Standing water in the crawl space.*

*(304.5 foundation walls, 305.3 interior surfaces - moisture/water intrusion)*

### **1.4 (304.10 stairways, decks, porches, and balconies) Exterior stairs and decks are safe, structurally sound, and in good repair.**

**a.** MAJOR - *Structural members are leaning, decayed, detached or otherwise unsafe.*

*(304.4 structural members, 304.10 stairways, decks, porches, and balconies)*

**b.** MAJOR - *Exterior decks or other platforms have broken, loose, decayed, missing pieces, or are otherwise unsafe.*

*(304.4 structural members, 304.10 stairways, decks, porches, and balconies)*

**c.** MAJOR - *Exterior stairs have broken, loose, decayed, missing pieces, or are otherwise unsafe.*

(304.4 structural members, 304.10 stairways, decks, porches, and balconies)

- d. MAJOR - Guardrails, including approved intermediate rails or other guards, on the open sides of any landing, deck, or platform that are 30 inches or more above grade or other surfaces are missing, loose, broken or are otherwise unsafe.

(304.4 structural members, 304.10 stairways, decks, porches, and balconies)

- e. MAJOR - Handrails, including approved intermediate rails or other guards on any open side 30 inches or more above grade, on any flight with more than three risers are missing, loose, broken, not graspable or otherwise unsafe.

(304.4 structural members, 304.10 stairways, decks, porches, and balconies)

- o Note: You can find Graspable Configurations online at: International Residential Code (IRC), R311.5.6.3

- f. MINOR - Chipped or peeling paint/protective coating, popped nails or screws, dry or wet rot, deteriorated members less than 25% of total surface area.

(304.2 protective treatment, 304.10 stairways, decks, porches, and balconies)

**1.5 (304.15 Doors, 304.13 window, skylight, and door frames, 304.13.1 glazing, 304.13.2 openable windows, 304.18 building security) Door and window components and assemblies are weatherproof, safe, secure, and maintained in good condition.**

- a. MINOR - Weather stripping is missing or allowing air to enter.

(304.13 window, skylight, and door frames)

- b. MINOR - Sills or frames have decayed wood or separated joints.

(304.13 window, skylight, and door frames)

- c. MINOR - Windows or doors have missing pieces or are cracked and allow water or weather penetration (e.g., seeping water, leaking air, coming in through a crack or hole)

(304.13 window, skylight, or and door frames, 304.13.1 glazing)

- d. MINOR - Any openable window or door within 10 feet of grade or above any deck, balcony or porch is missing latch or has defective latching device.

(304.13 window, skylight, and door frames, 304.18 building security)

**1.6 (304.2 protective treatment, 304.4 structural members, 304.5 foundation walls, 304.6 exterior walls. Exterior walls are reasonably weathertight and watertight, structurally sound, rodent proof, and kept in a safe and sound condition.**

- a. MAJOR - Exterior wall is failing: leaning, crumbling, missing pieces, broken, or deflected.

(304.4 structural members, 304.5 foundation walls, 304.6 exterior walls)

- b. MINOR - Exterior walls allow water or weather penetration (e.g., seeping water, leaking air coming in through a crack or hole).

(304.2 protective treatment, 304.6 exterior walls)

## **2 Interior: Structure, Shelter, and Maintenance (IPMC Chapters 3 and 4)**

Walls, floors, stairs, and other structural components are reasonably free of decay, maintained in a safe and sound condition, and capable of withstanding normal loads and forces. Natural and mechanical lighting and ventilation is adequate and maintained in good working order for each habitable space in the unit.

### **2.1 (305.1 general - interior structure, 305.2 structural members, 305.3 interior surfaces) Structural components such as walls, floors and ceilings are maintained in a safe and sound condition and in good repair. Wall, floor, and ceiling coverings must be dry and free of moisture.**

- a. MAJOR - Wall, floor, or ceiling coverings are damaged or broken such that the opening creates an unsafe condition. Examples include but are not limited to exposed framing members, exposed electrical components, exposed plumbing, access for rodents and insects, or other unsafe conditions.

(305.1 general - interior structure, 305.2 structural members)

- b. MAJOR - Walls, floors, or ceilings are soft, spongy, or wet to the touch.

(305.1 general - interior structure, 305.2 structural members, 304.5 foundation walls, 305.3 interior surfaces.)

- c. MAJOR - Floors and any support system is not maintained in a safe and sound condition.

(305.1 general - interior structure, 305.2 structural members)

- d. MINOR - Water/moisture staining, unsanitary floors, cosmetic defects/deficiencies.

(305.3 interior surfaces)

### **2.2 ( 305.4 interior stairs and walking surfaces, 306.1 general - handrails and guardrails) Interior stairs and landings must be maintained in a safe and sound condition and in good repair.**

- a. MAJOR - Joists or posts are leaning, decayed, detached or are otherwise unsafe.

( 305.4 interior stairs and walking surfaces, 306.1 general - handrails and guardrails)

- b. MAJOR - Landings or other platforms have broken, loose, decayed, or missing pieces, or are otherwise unsafe.

( 305.4 interior stairs and walking surfaces, 306.1 general - handrails and guardrails)

- c. MAJOR - Interior stairs have loose, broken, decayed, or missing pieces, or are otherwise unsafe.

( 305.4 interior stairs and walking surfaces, 306.1 general - handrails and guardrails)

- d. MAJOR - Handrails, including approved intermediate rails or other guards on any surface 30 inches or more above adjacent walking surfaces, on any flight with more than three risers are missing, loose, broken, not graspable or otherwise unsafe.

( 305.4 interior stairs and walking surfaces, 306.1 general - handrails and guardrails)

- o Note: You can find Graspable Configurations online at: International Residential Code (IRC), R311.5.6.3
- e. MAJOR - Guardrails, including approved intermediate rails or other guards, on any landings, or platforms that are 30 inches or more above adjacent walking surfaces are missing, loose, broken, or otherwise unsafe.

(305.4 interior stairs and walking surfaces, 306.1 general - handrails and guardrails)

### **2.3 ( 403.1 habitable spaces - ventilation, 403.4 process ventilation, 403.5 clothes dryer exhaust))**

**Ventilation: all habitable rooms and bathrooms must have openable windows, or passive or mechanical ventilation in good working order and vented to the exterior.**

- a. MAJOR - Any habitable room, or bathroom, does not have the required openable windows, or passive or mechanical ventilation.

(403.1 habitable spaces)

- b. MAJOR - Kitchen fan, if used in place of openable windows, is not operable or pulling air.

(403.4 process ventilation)

- c. MAJOR - Bathroom fan or passive vent, if used in place of openable windows, is not operable, pulling air, or vented to the exterior.

(403.2 bathrooms and toilet rooms)

## **3 Security and Safety (IPMC Chapters 3 and 7)**

**3.1 (702.1 general - means of egress, 702.3 locked doors, 702.4 emergency escape openings, 305.1 general - interior structure, 305.6 interior doors, 304.18 building security, 304.18.1 doors, 304.18.2 windows, 304.18.3 basement hatchways) Emergency Escape Windows and Doors. Every sleeping room below the fourth floor built or permitted after August 10, 1972 must have an emergency escape window or door opening to the exterior directly from the sleeping room. After November 10, 2004, in a fully sprinklered building with a valid Certificate of Occupancy, sleeping rooms are not required to have egress wind**

ows. Emergency escape openings, when required, must open to the exterior, have a minimum opening of 5.0 square feet when at grade or 5.7 square feet otherwise, with a minimum dimension of at least 24 inches high and at least 20 inches wide, and must not exceed a maximum sill height of 44 inches from the floor. In order to meet the total square footage requirement, a window size of nearly 2 by 3 feet is typically required. Sleeping rooms that were built under permit prior to August 10, 2972 are exempted from this requirement but need to meet ventilation requirements in Section 2 of this checklist.

- a. MAJOR - Emergency escape opening is missing, blocked, or inaccessible.

(702.1 general - means of egress, 702.3 locked doors, 702.4 emergency escape openings)

- b. MAJOR - Emergency escape openings do not meet size or sill height requirements.

(702.1 general - means of egress, 702.4 emergency escape openings)

- c. MAJOR - Security bars, grills or similar devices on emergency escape openings are not openable or have inoperable release mechanisms.

(702.1 general - means of egress, 702.4 emergency escape openings)

- d. MAJOR - Emergency escape doors must not require a key to unlock/open from the interior side of the door.

(702.1 general - means of egress, 702.3 locked doors)

**3.2 (304.18 building security, 702.1 general - means of egress, 702.3 locked doors) Entrance Doors**

- a. MAJOR - Any entrance door, including sliding doors, to a housing unit or single-family dwelling is not capable of resisting forcible entry or damaged to the extent that the door or the door casing is otherwise unsafe.

(304.18 building security, 702.1 general - means of egress, 702.3 locked doors)

- b. MAJOR - Any entrance door, including sliding doors, to a housing unit or single-family dwelling does not have at least one operable dead bolt or deadlatch openable from the inside without a key or other approved locking device.

(304.18 building security, 702.1 general - means of egress, 702.3 locked doors)

- c. MINOR - The main entrance door to a housing unit or single-family dwelling does not have an observation port or window in the door, or sidelight window. Observation ports shall be installed at a height of not less than 54 inches and not more than 60 inches from the floor.

(304.18 building security, 702.1 general - means of egress, 702.3 locked doors)

**3.3 (704.1 general - fire protection systems, 704.2 smoke alarms, 048.18 requirements not covered by code - carbon monoxide detectors) Smoke and Carbon Monoxide Alarms**

- a. MAJOR - Smoke alarms are missing, not functional, or not installed inside of all sleeping rooms.

(704.1 general - fire protection systems, 704.2 smoke alarms)

- b. MAJOR - Smoke alarms are missing, not functional, or not installed in a central location outside all sleeping rooms.

(704.1 general - fire protection systems, 704.2 smoke alarms)

- c. MAJOR - Smoke alarms are missing, not functional, or not installed on each floor, including basements.

(704.1 general - fire protection systems, 704.2 smoke alarms)

- o Note: Not required in crawl spaces and uninhabitable attics.

- d. MAJOR - Carbon monoxide alarms are missing, not functional, or not installed in a central location outside each sleeping area and on every level of the home.

- o Note: Carbon monoxide alarms should not be located within 15 feet of fuel burning appliances.

(048.18 requirements not covered by code - carbon monoxide detectors)

## **4 Heating System (IPMC sections 602 and 603)**

Every housing unit must have a permanently installed functioning heating system capable of maintaining the required temperature in all habitable rooms and bathrooms.

**4.1 (601.1 general - mechanical and electrical requirements, 602.1 facilities required, 602.2 residential occupancies - heating facilities required, 602.3 heat supply, 602.5 room temperature measurement, 603.1 mechanical appliances) Heat source in the unit is permanent, working, and in good repair.**

a. MAJOR - Required permanently-installed heating equipment/device is defective or missing.

(602.2 residential occupancies - heating facilities required, 602.3 heat supply 603.1 mechanical appliances)

**4.2 Temperature can be maintained at a minimum of 68 degrees Fahrenheit when exterior temperature is 24 degrees Fahrenheit or higher.**

a. MAJOR - Permanently-installed heating system is not capable of maintaining required temperature in any habitable room, bathroom or toilet room.

(602.2 residential occupancies - heating facilities required, 602.3 heat supply 603.1 mechanical appliances, 602.5 room temperature requirements)

## **5 Electrical Standards (IPMC section 604)**

All electrical equipment and wiring must be approved and maintained in safe and sound condition and in good working order.

**5.1 MAJOR - Exposed unprotected wiring is evident in any room.**

(604.1 facilities required - electrical system, 604.2 service, 604.3 electrical system hazards, 605.1 installation)

**5.2 MAJOR - Any electrical equipment is improperly installed or connected, tampered with, or unsafe, including but not limited to meter bays, service panels, subpanels, or main disconnect.**

(604.3 electrical system hazards, 605.1 installation)

**5.3 MAJOR - Any habitable room does not have an operable light fixture and an electrical outlet, or two electrical outlets. Any kitchen does not have an operable light fixture and three operable outlets, one of which may serve an installed cooking range.**

(605.2 receptacles, 605.3 luminaires)

**5.4 MAJOR - Any bathroom, laundry room, utility room, common hallway, stairway, or porch does not have an operable light fixture.**

(605.3 luminaires)

**5.5 MAJOR - Any electrical extension cord used for permanent extension of power in place of approved installed wiring. An improper extension cord use may include: (1) running the cord through doors, doorways, halls, windows, cabinets; (2) concealed extension cords within walls, floors, or ceilings; (3) cords installed on walls and ceilings; or (4) otherwise unsafe.**

(604.3 electrical system hazards, 605.1 installation)

## **6 Plumbing and Hot Water (IPMC chapter 5)**

Plumbing systems must be properly installed, functional, sanitary and maintained in good condition. The water temperature must reach at least 110 degrees Fahrenheit after running water for two minutes. The Plumbing System includes all potable water building supply and distribution pipes, all reclaimed water systems, all plumbing fixtures and traps, all drainage and vent pipe(s), and all building drains including their respective joints and connections, devices, receptors, and appurtenances within the property lines of the premises and shall include potable water piping and water heaters.

**6.1 MAJOR - Running water temperature is below 110 degrees Fahrenheit, not capable of reaching 110 degrees Fahrenheit.**

(505.1 general - water system, 505.4 water heating facilities)

**6.2 MAJOR - Any individual unit water heater is set above 115 degrees Fahrenheit.**

(505.4 water heating facilities)

**6.3 MAJOR - Evidence the plumbing system is not connected to an approved sewer or potable water source, or is not in good working order. Evidence includes, for example: (1) strong sewer gas smell in the basement, crawlspace or outside of unit; (2) leaking of basement plumbing pipes; (3) clogged or very slow drains; (4) flexible traps or other improper piping; or (5) otherwise unsanitary.**

(504.1 general - plumbing system and fixtures, 504.3 plumbing system hazards, 505.1 general - water system, 506.1 general - sanitary drainage system, 506.2 maintenance - sanitary drainage system)

**6.4 MAJOR - Visual evidence that a pressure temperature relief valve on a hot water heater is missing, not installed properly, has been tampered with, the relief valve is dripping, or is otherwise unsafe.**

(504.3 plumbing system hazards, 505.4 water heating facilities, 603.4 safety controls)

**6.5 MAJOR - Gas piping is leaking, kinked, crushed, inadequately supported, or pulling away from the wall or is otherwise unsafe.**

- Note: If leak detected, evacuate, and call 911 immediately.

**6.6 MAJOR - Gas shutoff valve not located in the same room within 3 feet feet of appliance.**

(504.3 plumbing system hazards)

**7 Sanitation Standards: Bathrooms (IPMC Chapters 4 and 5)**

**Every unit has at least one directly accessible bathroom (primary bathroom) that includes an operable toilet, sink, and tub or shower, all in a safe and sound condition and sanitary working order. Does not apply to legally establish shared residential occupancy/rooming house/micro-housing unit that does not have a bathroom, although an associated common or shared bathroom must meet these standards.**

**7.1 MAJOR - Bathroom does not include a fully functional sink, toilet, and tub or shower.**

(502.1 dwelling units - required facilities)

**7.2 MAJOR - The only access from a bedroom to the only bathroom is through another bedroom.**

(404.4.3 access from bedrooms)

**7.3 MAJOR - Toilet does not flush, is broken, leaks at the base, or is not secure to the floor.**

(504.1 general - plumbing systems and fixtures, 504.3 plumbing system hazards)

**7.4 MAJOR - Sink**

- a. *Dripping faucets, cracked or chipped porcelain, slow drain, or broken but operable handles or knobs.*
- b. *Is not operable such as cracked through, faucet cannot turn on, or no hot and cold water.*
- c. *Under sink plumbing pipes or connectors are leaking.*

(504.1 general - plumbing systems and fixtures, 504.3 plumbing system hazards)

**7.5 MAJOR - Shower or Bathtub**

- a. *Dripping faucets, cracked or chipped porcelain, slow drain, or broken but operable handles or knobs.*
- b. *Is not operable such as cracked through, faucet cannot turn on, or no hot and cold water.*
- c. *Plumbing pipes or connectors are leaking.*

(504.1 general - plumbing systems and fixtures, 504.3 plumbing system hazards)

**7.6 MINOR - Bathroom Counter is missing tiles, pieces are broken, is made of a porous material, or is pulling away from the wall.**

(305.3 interior surfaces)

## **8 Sanitation Standards: Kitchen (IPMC Chapter 5)**

Every unit has a kitchen with a sink, counter, and cabinets, cooking appliance, and refrigerator maintained in safe, sound, and sanitary condition. Kitchens must also have cooking and refrigeration appliances or space and approved hookups for their installation. This does not apply to units comprised of a single habitable room such as a Single Room Occupancy, rooming house, or micro-housing unit when the unit does not have a kitchen. Common kitchen must meet these standards.

### **8.1 MAJOR - Dwelling unit does not have a kitchen which must include: sink, counter, and cabinets, as well as a cooking appliance, and refrigerator or space and approved hookups for the appliances.**

(501.2 responsibility - plumbing facilities and fixture requirements, 502.1 dwelling units - required facilities, 048-18 requirements not covered by code)

#### **8.2 MAJOR - Sink**

- a. *Kitchen sink: Dripping faucets, cracked or chipped porcelain, slow drain, or broken but operable handles or knobs.*
- b. *Kitchen sink is not operable such as cracked through, faucet cannot turn on, or no hot and cold water.*
- c. *Under sink plumbing assemblies including any piping, faucet risers, traps or sink connectors are leaking.*

(504.1 general - plumbing systems and fixtures, 504.3 plumbing system hazards)

### **8.3 MINOR - Counter is missing tile, pieces are broken, is made of a porous material, or is pulling away from the wall.**

(305.3 interior surfaces)

## **9 Owners' Obligations (307 rubbish and garbage and 308 extermination)**

Property owners are responsible for ensuring that the property is free of excess trash; insects and rodents have been exterminated.

### **9.1 MAJOR or MINOR (dependent on severity and type/species of pest) - Visible evidence of rodents or insects such as bedbugs, ants, cockroaches, or silverfish.**

- *Refer to State of Nebraska Landlord/Tenant rights/responsibilities.*
- *Note: documentation issued by a certified exterminator or a certified fumigator is sufficient to pass this item in the following cases: (1) the documentation confirms the existing treatment program is appropriate and following the recommended treatment plan; (2) documentation of a new or expanded treatment program and at least one treatment performed following the new or expanded treatment program; or (3) documentation that there are no pests present.*

( 308.1 infestation, 308.2 owner, 308.3 single occupant, 308.4 multiple occupancy, 308.5 occupant)

### **9.2 MINOR - Garbage/rubbish is accumulated outside of trash receptacles.**

(307.1 accumulation of rubbish or garbage, 307.2 disposal of rubbish)

# SIGNATURES

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*Christine Nielsen*

2/2/2023 9:04:59 PM

*Alicia Nielsen*

2/2/2023 9:12:56 PM

*Michael Nielsen*

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Doug Mertes

dmertes@wistargroup.com

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## PROPERTY MANAGER

**Name:** \_\_\_\_\_

**Phone:** (402)559-0363

**Alternate Phone:**

## PROPERTY OWNER

Name: Naresh Chava

**Phone:** (402)517-8789

**Alternate Phone:** \_\_\_\_\_

#### **AFTER HOURS CONTACT**

Name: **Project Management Course**

## **Property Management Support Line**

Phone: 402-550-0363

**Alternate Phone:**

# EMERGENCY SERVICES

**Police/Ambulance: 911**

**Fire Department: 911**

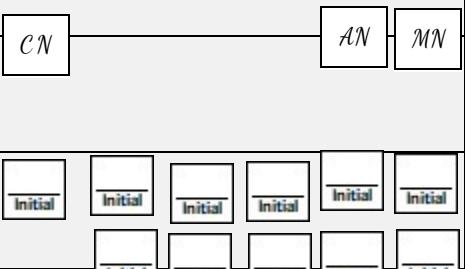
**Poison Control: 1-800-222-1222**

CITY OF OMAHA CODE ENFORCEMENT

**Name: Code Enforcement**

**Phone:** 402-444-5371

Alternate Phone: 402-444-5350



## Violation Examples

Split into four levels with: 1 being worst and 4 being least.

### Major Violations Examples

Structural/fire/severe storm damage  
Interior/mechanical/plumbing/electrical



604.3 Electrical System Hazards

604.3 Electrical System Hazards

604.3 Electrical System Hazards

604.3 Electrical System Hazards

605.1 Installation Electrical Facilities

605.1 Installation Electrical Facilities

605.1 Installation Electrical Facilities

604.3 Electrical System Hazards



704.1 General Fire Protection Systems

604.3 Electrical System Hazards

604.3 Electrical System Hazards

604.3 Electrical System Hazards

704.2 Smoke Alarms

605.1 Installation Electrical Equipment

605.1 Installation Electrical Equipment

605.1 Installation Electrical Equipment



604.3 Electrical System Hazards

604.3 Electrical System Hazards

305.3 Interior Surfaces Unsanitary Surfaces

607.1 General Duct System

605.1 Installation Electrical Equipment

605.1 Installation Electrical Equipment



304.7 Roofs and Drainage

304.3 Electrical System Hazards

304.4 Structural Members

305.3 Interior Surfaces

304.4 Structural Members

304.5 Foundation Walls

304.10 Stairways Decks Porches and Balconies



305.1 General Interior Structure

403.5 Clothes Dryer Exhaust

504.1 General Plumbing Systems and Fixtures

504.1 General Plumbing Systems and Fixtures

48.18 Requirements Not Covered by Code Unsafe Conditions

504.3 Plumbing System Hazards

504.3 Plumbing System Hazards



504.1 General Plumbing Systems and Fixtures

603.1 Mechanical Appliances

603.2 Removal of Combustion Products Mechanical Equipment

603.1 Mechanical Equipment

504.3 Plumbing System Hazards

604.3 Electrical System Hazards

605.1 Installation Electrical Equipment

## Minor Violation Examples

Interior/drywall repair/paint

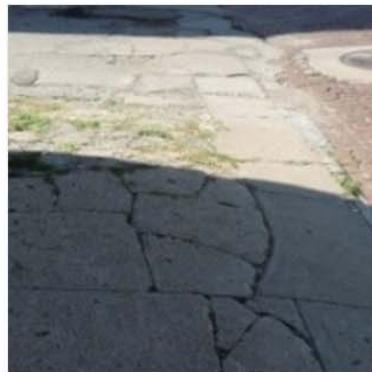
Exterior/paint/glazing/sidewalks



305.3 Interior Surfaces



304.15 Doors



302.3 Sidewalks and Driveways



304.14 Insect Screens



304.7 Roofs and Drainage



302.7 Accessory Structures



305.3 Interior Surfaces



304.13 Window Skylight and Door Frames



304.7 Roofs and Drainage



304.6 Exterior Walls



305.3 Interior Surfaces



305.3 Interior Surfaces

# SIGNATURES

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*Christine Nielsen*

2/2/2023 9:05:12 PM

*Alicia Nielsen*

2/2/2023 9:13:32 PM

*Michael Nielsen*

Signature

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Doug Mertes

dmertes@wistargroup.com

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# TENANT'S RIGHTS FORM

This information sheet provides you with general information about your rights and responsibilities. Please read it carefully and let us know if you have any questions.



## Rights and Responsibilities

Owners and residents of rental properties have specific rights and responsibilities under current state and local laws. As a resident, your rental home must be a safe place to live. In other words, it must be habitable. This means that your home must have the following:

- A structure that is weatherproof and waterproof; there must be no holes or cracks that allow rain or wind to enter;
- A plumbing system in good working condition and connected to the local water supply and sewage system or functional septic system;
- Floors, stairs and railings in good repair;
- A hot water system capable of producing water of at least 110 degrees Fahrenheit;
- An electrical system that was legal when installed and without loose or exposed wiring;
- A heating system that is in a safe, working condition and maintains a temperature of 68 degrees in 24 degree + Temps
- A lack of insect or rodent infestation;
- A home that is free from garbage or debris;
- Sufficient garbage or trash receptacles;
- A working toilet, wash basin and bathtub or shower;
- A kitchen with a sink;
- A safe fire or emergency exit;
- Deadbolt locks on each main swinging door that gives you entry to the home;
- Working smoke detectors and carbon monoxide detectors per code;
- Working telephone jack and phone wiring inside the home.

## As a resident, you have a responsibility to do the following:

- Maintain a clean and sanitary rental home;
- Properly dispose of garbage or trash;
- Properly operate all electrical, gas and plumbing fixtures;
- Refrain from damaging or defacing the home or allowing anyone else to do so;
- Use the living and dining rooms, bedrooms and kitchens for their proper purposes;
- Report broken door or window locks;
- Contact the rental owner or property manager immediately to report any problems with your rental home especially any water damage or leaks;
- Comply with all rules, terms and conditions of the rental agreement.

## Retaliation is Against the Law

A rental owner or property manager may not evict or threaten to evict a resident for exercising a legal right, such as requesting habitability repairs.

## Maintenance and Repairs

Owners and managers want to know if there is an item that needs repair in your home. If you have a problem with any of the habitability items listed, you should:

*Contact the rental owner or property manager first. You should document your request in writing and keep a copy. If there is water intrusion, a water leak or any water damage occurring to the property, contact the owner or manager immediately.*

Allow reasonable period of time for repair. In most cases, the owner or manager will begin working on your request shortly after it is made. Some repairs may take longer than others to complete. Current law indicates that 30 days is a reasonable period of time to address a repair, but it also depends on the nature of the repair. If you have waited a reasonable period of time and the requested repair has not been made, you may contact your local housing enforcement department to file a complaint.

#### **Owner's Right to Enter and Your Rights**

In most cases, the owner or manager must provide you with prior written notice to enter your rental home. Written notice is considered reasonable if it is provided at least 24 hours in advance. A written notice is required in the following situations:

- To make necessary or agreed upon repairs;

For inspection of the smoke detector and carbon monoxide detectors;

- To inspect waterbeds;
- If a court permits it.

However, a prior written notice is not required in the following situations:

In an emergency;

- When you or another tenant consents;
- After you have abandoned or surrendered the rental home;

Upon a verbal agreement to allow the owner to make agreed upon repairs or supply services.

#### **Rental Agreement and Other Obligations**

The rental agreement, whether it is a month-to-month or a lease, provides the rules and policies while living at the rental home. Be sure to read the language carefully because it is considered a contract between the owner (and/or manager) and resident.

#### **Resident Confirmation**

Resident(s) acknowledge(s) having read and understood the forgoing and received a copy. Resident(s) agree to contact owner/manager first to address any issue(s) with the home.

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Christine Nielsen

2/2/2023 9:05:18 PM

Alicia Nielsen

2/2/2023 9:13:44 PM

Michael Nielsen

Resident Date

Signature

Signature

Signature

Resident Date

2/3/2023 2:21:38 PM

Doug Mertes

Owner/Agent Date

Signature

Signature

Signature

Signature

Signature

Signature

#### **CONTACT YOUR RENTAL OWNER OR PROPERTY MANAGER FIRST**

If you have any problems with your rental home, notify the rental owner or property manager first, preferably in writing. If it is an emergency such as water intrusion or water damage, contact the owner or manager immediately