

# 1. Lead-Based Paint Disclosure, Mold Prevention, and Detectors

## 1.1 LANDLORD'S LEAD-BASED PAINT DISCLOSURE

### 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, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### Landlord's Disclosure

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

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

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

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

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

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

The Tenant has received copies of all information listed above and has received the pamphlet "Protect Your Family from Lead in Your Home".

## 1.2 MOLD INFORMATION AND PREVENTION

1. ABOUT MOLD. Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions must be taken.

2. PREVENTING MOLD BEGINS WITH YOU. To minimize the potential for mold growth in your Premises, you must do the following:

- Keep your Premises clean-particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate nearby walls. Turn on

any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and; hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air condition or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50%) to help humid areas of your Premises dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

3. TO AVOID MOLD GROWTH. It is important to prevent excessive moisture building up in your Premises. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged up a/c condensation lines;
- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture into air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

4. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES. The Federal Environmental Protection Agency (EPA) recommends that you treat non-porous surfaces, such as ceramic tile, Formica, vinyl, flooring, metal, wood or plastic, by first cleaning the areas with soap (or detergent) and water, letting the surface dry, and then applying a pre-mixed, spray on type household biocide within twenty-four (24) hours, such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover or Clorox Cleanup (Note: only a few of the common household cleaners will actually kill mold), Tilex and Clorox contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapers and carpets provide the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**5. PROHIBITED BIOCIDE USE:** Do not clean or use biocides on: visible mold on porous surfaces, such as sheetrock walls or ceilings, or; large areas of visible mold on non-porous surfaces. Instead, notify us in writing and we will take appropriate action.

**6. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your Premises. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

The above provisions are incorporated into and made part of the Lease Contract. All capitalized terms used herein shall have the same meaning and effect as contained in the Lease Contract. Any violation of this addendum constitutes a breach of the Lease Contract. If there is any conflict between the above provisions and any other provisions contained in the Lease Contract, then the above provisions shall govern and control.

### **1.3 CARBON MONOXIDE DETECTORS**

Pursuant to Wis. Stat. § 101.149, Landlord is responsible for the installation of carbon monoxide detectors. These detectors must be installed according to the directions and specifications of the manufacturer. Landlord shall reasonably maintain every carbon monoxide detector in the Apartment Complex. Tenant shall be responsible for battery replacement of any carbon monoxide detector located within Tenant's Premises.

Tenant may give Landlord written notice that a carbon monoxide detector is not functional or that it has been removed by a person other than the Tenant. The Landlord shall repair or replace the nonfunctional detector within five (5) days after receipt of the notice.

Landlord is not responsible for any damages resulting from a false alarm from the carbon monoxide detector, if it was reasonably maintained by the Landlord or if the false alarm was the result of tampering with, or removal or destruction to the detector by a person other than the Landlord, or the result of a faulty detector that was reasonably maintained by the Landlord as provided herein.

No person, including the Tenant, an Authorized Occupant, or guest of Tenant, may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector, except in the course of inspection, maintenance, or replacement of the detector.

The above provisions are incorporated into and made part of the Lease Contract. All capitalized terms used herein shall have the same meaning and effect as contained in the Lease Contract. Any violation of this addendum constitutes a breach of the Lease Contract. If there is any conflict between the above provisions and any other provisions contained in the Lease Contract, then the above provisions shall govern and control.

### **1.4 SMOKE DETECTORS**

Smoke Detectors Save Lives! Please read the information in this notice and sign at the bottom to indicate you have read the notice and understand its contents. Your smoke detector is provided to protect you. Please do not tamper with it!

Pursuant to Wis. Stat. § 101.145, Landlord is responsible for the installation of smoke detectors in the Apartment Complex. These detectors must be installed according to the directions and specifications of the manufacturer of the smoke detector. Additionally, Landlord shall maintain any such smoke detectors located in a common area of the Apartment Complex.

1. Landlord shall have the right to check the smoke detectors within the Premises at the beginning of the Lease Term and then check again at least annually. Tenants will be notified in advance of such annual inspections.
2. It shall be the responsibility of the Tenant during the term of their tenancy to: (i) maintain any smoke detectors located within the Premises or (ii) inform Landlord in writing of any malfunction of the smoke detector(s).
3. Landlord shall have five (5) days on receipt of said notice to comply with the request to repair or replace the smoke detector(s).

If Tenant fails to comply with the maintenance or notice obligation above, and their Premises (and/or) other areas of the building are damaged by a fire started in their Premises, Tenant may be held liable for such damage.

The above provisions are incorporated into and made part of the Lease Contract. All capitalized terms used herein shall have the same meaning and effect as contained in the Lease Contract. Any violation of this addendum constitutes a breach of the Lease Contract. If there is any conflict between the above provisions and any other provisions contained in the Lease Contract, then the above provisions shall govern and control.

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Date Signed