

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT (this “Agreement”) is made this **(INSERT START DAY)** day of **(INSERT START MONTH)**, 2021, by and between the **Institute for Advanced Study**, a New Jersey nonprofit corporation, (the “Institute”) and **(INSERT MEMBER NAME)** (“Occupant”).

WHEREAS, the Institute is an institution of higher education; and

WHEREAS, on the date of this Agreement, the Occupant, or one of them, has been invited to be a Member of the Institute during the current academic year; and

WHEREAS, in consideration of the appointment and invitation to be a Member of the Institute, the Institute has agreed to allow the Occupant to temporarily occupy the Property (as hereinafter defined) for reasons of convenience during the term of Member’s appointment; and

WHEREAS, the temporary occupancy of the Property (as defined in section 1 below) by Occupant is contingent upon, and limited to, such invitation as a Member of the Institute in accordance with N.J.S.A. 2A:18- 61.1(m); and

WHEREAS, the Occupant maintains a primary residence separate and apart from the Property, and has accepted occupancy of the Property for the Occupant’s convenience during the academic year, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Institute and Occupant agree as follows:

- 1. Property.** The Institute grants the Occupant the right to use, occupy and access the premises known as **(INSERT APT ADDRESS)**, Princeton, New Jersey (the “Property”).
- 2. Term.** The term of this Agreement is for the academic “year”, commencing on **(INSERT TERM START)** and ending on **(INSERT TERM END)**, unless otherwise terminated as provided for herein.
- 3. Occupancy Charge.** The monthly occupancy charge for the term hereof is **(INSERT AMOUNT HERE)** with the first installment payable on the last working day of the initial month on the Term as defined in Section 2 above (which will be prorated based on the date of occupancy) and for the months thereafter, a full month’s rate in advance on the last working day of the previous month until the end of the term. Occupant agrees that the Institute may withhold all payments called for in this Agreement from Occupant’s monthly stipend check from the Institute. All payments not withheld in the foregoing manner shall be made to the Institute at the Institute’s address as set forth in the preamble to this Agreement on or before the due date and without demand. Alternatively, a statement of account will be mailed if you do not receive compensation from the Institute.
- 4. Early Termination.** Early termination of this agreement may be made with 30 days advance written notice to the Facilities Housing Office, or by sending an email to housing@ias.edu. Occupancy charge will be prorated based on departure date if the proper notice period is given

(minimum of 30 days prior to departure). If the approved early departure date is between the 1st – 7th day of a month, ¼ of the monthly occupancy rate will be charged, if between the 8th – 15th then ½ of the rate will be charged, if between 16th – 23rd then ¾ of the rate will be charged, and if departure is after the 24th of the month, the full monthly rate will be charged.

5. No assignment or sublease. Occupant shall not assign this Agreement, or sub-let or grant any license to use the Property or any part thereof.

6. Use. The Property shall be used and occupied by Occupant and Occupant's immediate family exclusively, as a private single family dwelling, and no part of the Property shall be used at any time during the term of this Agreement by Occupant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Occupant shall not allow any other person, other than Occupant's immediate family to use or occupy the Property without first obtaining the Institute's written consent to such use. Any guest staying longer than 3 nights should be reported to Facilities Housing Office. Occupant shall comply with any and all laws, ordinances, rules, regulations and orders of the Institute's Campus Housing, including, but not limited to the "Terms & Conditions of Occupancy", posted on the Institute's website at <https://www.ias.edu/campus/housing/terms>, including housing regulations (Appendix A), only as applicable; (ii) any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property; and (iii) Lead Based Paint Disclosure (Appendix B).

7. Condition of Property. The Institute stipulates the Property is in good order, repair, and in a safe and clean condition. Occupant stipulates, represents and warrants that Occupant will examine the Property upon arrival and will notify the Institute via SchoolDude of any issues within ten (10) days of arrival.

8. Care of the Property. Occupant agrees to maintain the Property in as good condition as it is at the start of this Agreement, except for ordinary wear and tear and damage from casualty or condemnation. The Institute will make arrangements with a service provider for snow removal, including shoveling the adjacent sidewalk on a timely basis. Occupant must pay for all repairs, replacements and damages caused by the act or neglect of Occupant, any of Occupant's family members or visitors. Occupant is responsible for cleaning all interior areas of the Property, including but not limited to, living room, bedroom(s), offices, bathrooms, kitchens, hallways and closets. A central vacuum system is provided for flooring and rugs. Bathrooms must be cleaned regularly to prevent the formation of mold and mildew. Occupant will be liable for reasonable cleaning charges for items soiled beyond normal wear and tear.

9. Repairs by the Institute. If the Property is damaged or in need of repair, Occupant must promptly notify the Institute via SchoolDude, the Institute's Facility Management System (<https://login.myschoolbuilding.com/msb>), and thereafter the Institute will cause the repairs to be made within a reasonable time. Failure to promptly notify the Institute of a needed repair, which in turn results in additional damage to the apartment or its contents, could result in additional charges to the Occupant. The Institute shall also maintain the lawn on the Property. If the Property is totally or substantially destroyed, or all or a substantial portion of the Property is taken, this Agreement will terminate.

10. Alterations. Occupant shall make no alterations to or improvements on the Property.

11. Damage to Property. In the event the Property is destroyed or rendered wholly uninhabitable by fire, storm or other casualty not caused by the negligence of Occupant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The occupancy charge provided for herein shall then be accounted for by and between the Institute and Occupant up to the time of such injury or destruction of the Property, Occupant paying occupancy charges up to such date and Institute refunding occupancy charges collected beyond such date. Should a portion of the Property thereby be rendered uninhabitable, the Institute shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that the Institute exercises its right to repair such uninhabitable portion, the occupancy charge shall abate in the proportion that the injured parts bears to the whole Property, and such part so injured shall be restored by the Institute as speedily as practicable, after which the full occupancy charge shall recommence and the Agreement continue according to its terms.

12. Utilities. Occupant shall throughout the term promptly pay, and be responsible, for telephone and/or cable charges used on the Property. Though the Institute shall pay and be responsible for all gas, electricity, water, network services and internet access. Residents are requested to use these services wisely and conserve where possible. The Institute is not responsible for any inconvenience or interruption of services due to repairs, improvements or any reason beyond the Institute's control.

13. Compliance with laws. Occupant must comply with all laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering the Property and/or its contents.

14. Insurance. Occupant has the option of obtaining insurance from a private insurance carrier, covering liability and the replacement cost of Occupant's personal property.

15. Entry by the Institute. Upon one (1) days' notice to Occupant, the Institute and Institute's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Institute for the preservation of the Property or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Property. In case of emergency, the Institute may enter the Property without prior notice to Occupant or Occupant's consent.

16. Required condition. At the end of the term, Occupant will remove all of Occupant's personal property and will leave the Property clean and free of trash. Property should be cleaned prior to departure, including but not limited to, all appliances emptied and wiped down, dishware clean and in cabinets, floors vacuumed and/or mopped, bathroom free of mildew and soap scum, fireplace ashes (disposed of in exterior trash receptacles), furniture dust free and in original locations. Responsibility for care of Property is defined in section 8 above.

17. Hazardous Use. Occupant shall not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Personal injury or damage. Occupant shall be responsible for any injury or damage caused by the act or neglect of Occupant, any of Occupant's family members or any of their guests, invitees, agents or employees. The Institute shall not be responsible for any injury or damage unless due to the negligence or improper conduct of the Institute.

19. Quiet enjoyment. Subject to the terms of this Agreement, Occupant may remain in and use the Property without interference.

20. Subordination. This Agreement and Occupant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Property by the Institute, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. The Institute may execute any papers on Occupant's behalf as Occupant's attorney in fact to accomplish the foregoing.

21. Termination. The Institute may terminate this Agreement and recover possession of the Property if Occupant fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be prescribed hereafter by the Institute, or if the Occupant materially fails to comply with any duties imposed on Occupant herein, within seven (7) days after delivery of written notice by the Institute specifying the non-compliance and indicating the intention of the Institute to terminate the Agreement by reason thereof.

22. Member appointment contingency. Subject to Paragraph 21 above, the Institute shall allow Occupant to use and occupy the Property under the above terms for so long as Occupant is an invited Member of the Institute, and such use and occupancy is contingent upon such Member status. If and when the relationship is ended for any reason whatsoever, Occupant agrees to vacate the Property and this Agreement shall terminate. Occupant further agrees that the termination of such membership relationship shall be grounds for removal pursuant to N.J.S.A. 2A:18-61.1(m).

23. Surrender of Property. Upon the expiration of the term of this Agreement, Occupant shall surrender the Property in as good a state and condition as it were at the commencement of this Agreement, reasonable use and wear and tear thereof accepted.

24. Signs. Occupant may not put any signs or projection, such as a television or radio antenna, in or out of the windows or exterior of the Property without the Institute's prior written consent.

25. Severability. If any clause or provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the clauses or provisions of this Agreement shall remain in effect.

26. Entire Agreement. All promises regarding the Property made by the Institute, and

Occupant's right to use and occupy same, are contained in this Agreement. This Agreement can only be changed by an agreement in writing signed by both the Institute and Occupant.

27. Nature of Occupancy. No legal title or leasehold interest in the Property shall be deemed or construed to be created or vested in Occupant by anything contained herein. Occupant shall occupy the Property, merely as a licensee. It is expressly understood and agreed that Occupant is not a tenant or lessee, the Institute is not a landlord, and Occupant does not have such rights as exist at law regarding landlord/tenant rights, including without limitation, N.J.S.A. 2A:18-61.1 et seq. Notwithstanding the forgoing, Occupant expressly confirms that the Institute shall have the rights of removal thereunder, including under N.J.S.A. 2A:18-61.1(m) upon the termination of Occupant's Member status for any reason.

28. Attorneys' Fees. Should it become necessary for the Institute to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of occupancy charges or gaining possession of the Property, Occupant agrees to pay all expenses so incurred, including reasonable attorneys' fees

29. Return of Keys. Occupant must return the keys to the Property to the Institute when Occupant vacates the Property on **(INSERT DEPARTURE DATE HERE)** or earlier.

30. Notices. All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested, or (c) email. Notices shall be addressed to the Institute to the attention of Janine Purcaro, Chief Operating Officer at 1 Einstein Drive, Fuld Hall, Princeton, NJ 08540 or via email to jpurcaro@ias.edu and to the Occupant at the Property.

31. Disclosure of Information on Lead-Based Paint / 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 lead-based paint and/or lead-based paint hazards in the dwelling. Certain occupants must also receive a federally approved pamphlet on lead poisoning prevention.

Property Owner Disclosure

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

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): Lead-based paint has been mitigated or encapsulated.

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

Owner 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)

Owner will provide reports upon request

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Occupant's Acknowledgment

Occupant has received copies of all information listed above

Occupant has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

By signing this agreement the parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

IN WITNESS WHEREOF, the Institute and Occupant have executed this Agreement the day and year first above written.

INSTITUTE FOR ADVANCED STUDY

By: _____

Name: Janine M. Purcaro

Title: Associate Director for Finance
and Administration

OCCUPANT:

(Insert member name here)

Date

APPENDIX A

- **Antennae:** The Institute does not permit the installation of television antennae including satellite dishes.
- **Automobile:** Cars shall be parked in front of your assigned apartment only. All residents must register their vehicles with the Institute at <https://updateme.ias.edu/>.
- **Electric Vehicle Charging:** The Institute installed an EV charging station in the in front of the Activities Center. The first two parking spaces in front of the chargers are specifically reserved for this purpose. In order to use this charging station, your vehicle must be registered with the Institute as a resident. There will be no charge for this daily Level 2 charging session. Your Institute ID card is required to activate the charge cycle. Electrical outlets in your housing unit should not be used for charging electric vehicles. Please register your vehicle at <https://updateme.ias.edu> .
- **Fire Hazard:** Members shall take every care to prevent fires, and flammable material, other than normal household item, shall not be kept anywhere on the premises.
- **Outdoor Grills:** Tenants in first-floor apartments must obtain permission from the Facilities Housing Office (housing@ias.edu) prior to the use of any outdoor grill. Outdoor grills of any kind are not permitted in the second-floor apartments, including on the porches or balconies.
- **Laundry:** A designated laundry facility is located in the Activities Building. Clothes may be machine dried in the laundry room or on portable racks in your apartment or on the deck or patio. Washers and dryers are not permitted in apartments.
- **Signs:** Signs, placards, or banners are to be displayed in designated areas only.
- **Storage:** The Institute does not provide storage within its properties. Members may obtain alternate commercial storage units for their personal belongings around/within the Princeton area.
- **Fencing:** Members may not erect fences.
- **Pets:** Members may keep a domestic pet (no exotic pets) brought from home only after the Pet Registration fee has been paid and with the understanding that should the pet(s) become a nuisance to others or destructive, noisy, or otherwise obnoxious, such permission will be revoked by the Institute which shall have the sole right to make such a determination. Members are requested not to acquire pets while living in Institute housing. All dogs must be housetrained. Please see complete pet information on the IAS Housing website: <https://www.ias.edu/living-ias/campus-housing/pets>
- **Rubbish, Garbage and Waste:** Members shall dispose of rubbish, garbage and waste in the proper manner in the interest of health, sanitation, and appearance of the property, as determined by the Institute's Housing Maintenance Office and in conformance with local ordinances. Members may not shake, clean, or hang anything including bedclothes, rugs, dust cloths, towels, etc. from windows or on roofs of buildings.
- **Gardens:** Members are not permitted the use of grounds for gardens.

- **Structures:** Members are not permitted the construction or placement of any structure on the grounds.
- **Noise:** Occupants of Members housing are entitled to the right of quiet enjoyment of their unit. Excessive noise caused by Members or their guests that disturbs any other occupant is not permitted. Quiet hours are from 10:00 pm to 7:00 am weekdays and from 11:00 pm to 7:00 am on weekends.
- **Musical Instruments:** Pianos are not permitted in Institute apartments. Other musical instruments are permitted but are subject to the noise clause above. A piano is provided in the Activities Center for use by members and their families, and the Center can also be reserved for other musical activities.
- **Changing Apartments:** There is a fee charged for switching apartments, and is subject to availability and prior approval.
- **Smoking in Apartment:** Unlike the academic campus where smoking is prohibited it is not prohibited in the individual residential apartments. However, an additional cleaning charge of between \$300 - \$500 will be assessed in the occupant(s) and/or their guests smoke inside the unit.

APPENDIX B

(Insert/Attach Lead Based Paint Disclosure here)

Members' Housing Complex Lead-Based Paint Lead Hazard Control Policy

Background

As required by statute, the Institute has conducted a lead-based paint inspection and risk assessment in its rental apartments, and has devised a control plan to address any potential lead-based paint hazard found in those apartments built prior to 1978.

Member Housing was found to be free of interior lead-based paint hazards. Lead based paint hazards, i.e. deterioration of lead-based paint, were found in some locations on the exterior of buildings, requiring control and remediation.

A copy of the complete *Report* entitled "*Limited Lead-Based Paint / Lead Hazard Assessment – Members Housing Complex Institute for Advanced Study, Princeton, New Jersey*" dated December 14, 2009 can be reviewed at the Housing Office located at 310 South Olden Lane.

Lead Hazard Control Plan

The Institute's control plan provides information to residents of the Housing Complex, and also provides the framework for performing lead-based paint hazard control work in accordance with Federal and State laws. The *Report Recommendations* describe and prioritize the work that must be done in stages to bring the designated building areas into compliance with the requirements for lead safe maintenance over time.

Following the requirements of the NJ Administrative Code, NJAC 5:10-6.6, Lead Safe Maintenance Requirements for Multiple Dwelling Units, the Institute's lead safe maintenance and lead hazard control work practices include the following:

- Use lead-safe work practices and trained personnel. Select Facilities Maintenance personnel have already undergone a two-day certified training course in lead-based paint safety, renovation, repair and painting including lead dust sampling.
- Conduct paint stabilization which includes appropriate surface preparation and the application of new paint or coating. If conditions exist that contribute to the lead-based paint deterioration, such as a leaking roof, correct those conditions.
- Do not allow residents in the work area until it has been properly cleared.

The Institute will also:

- Stabilize all lead-based paint that deteriorates.
- Repair damaged encapsulants/enclosures.
- Notify Members' Housing residents and establish reporting system for deteriorated lead-based paint.
 - The NJ Department of Community Affairs standard **Informational Sheet** regarding lead-based paint hazards, and an education pamphlet developed by the US Environmental Protection Agency entitled **Protect Your Family from Lead in Your Home** will be provided in all Member Welcome Packets beginning with the Fall Term 2010.
 - A NOTICE will be posted in the Activities Center asking Members' Housing tenants to report defective paint and other conditions that cause deterioration of paint immediately to housing@ias.edu.
 - A response and remediation of tenant complaints of defective lead-based paint will be complete no more than 30 days from the date we are notified, and within a week or less if a child under 6 or a pregnant woman lives in the apartment with the problem.
 - Should renovation of two square feet or more of lead-based painted surfaces in a room for interior surfaces or more than twenty square feet of lead-based painted surfaces for exterior surfaces in Members' Housing be necessary while the affected unit is occupied, the Institute will provide the respective apartment resident(s) with a U. S. Environmental Protection Agency pamphlet entitled **Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools** before renovation work begins.
 - The Institute will conduct a visual assessment of the hazards at unit turn-over and every 12 months.
 - The Institute will supplement its visual inspections by contracting the professional services of a New Jersey-certified Lead Evaluation firm for periodic re-evaluation/risk assessment unless all lead-based paint has been removed or two consecutive re-evaluations find no lead-based paint hazards.

Updated December 6, 2021



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?

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](https://www.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

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.

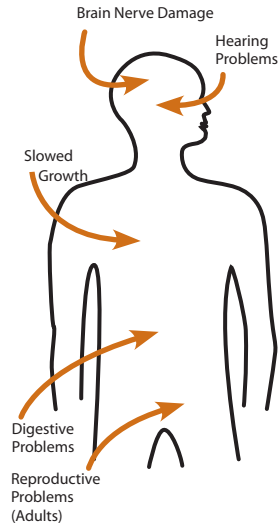
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

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

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

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.²

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](https://www.epa.gov/lead).

¹ “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 (mg/cm²), or more than 0.5% by weight.

² “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

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

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

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](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ 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

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

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

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](https://www.epa.gov/lead), or call 1-800-424-LEAD.

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

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, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

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](https://www.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.

* 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

- **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.⁴
- 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.

⁴ 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

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 and 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 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 or 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, 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

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)

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 or saferproducts.gov

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

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

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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).