

# RENT-TO-OWN AGREEMENT

## Residential Lease with Option to Purchase

### THE PARTIES

This Rent-to-Own Agreement (this "Agreement") is made on \_\_\_\_\_ between \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Landlord," who is also the seller under Part II), and \_\_\_\_\_ (individually and collectively, the "Tenant," who is also the buyer under Part II). The Landlord and the Tenant are the "Parties."

The Landlord owns the property described below. The Parties agree that the Tenant will lease the property under Part I and will have the right to buy it on the terms of Part II.

### PART I — LEASE

#### PROPERTY

The Landlord leases to the Tenant the ☐ house ☐ condominium ☐ townhouse ☐ duplex ☐ other: \_\_\_\_\_ located at \_\_\_\_\_, in \_\_\_\_\_ County, \_\_\_\_\_, with \_\_\_\_\_ bedroom(s) and \_\_\_\_\_ bathroom(s), together with the land, buildings and improvements (the "Property" or "Premises").

- ☐ The legal description of the Property is: \_\_\_\_\_.
- ☐ The Property's legal description will be taken from the Landlord's vesting deed and attached to the purchase documents.

#### PARKING, STORAGE AND FURNISHINGS

- ☐ The Premises includes \_\_\_\_\_ parking space(s).
- ☐ Parking is not included with the Premises.
- ☐ The Premises includes the following storage space: \_\_\_\_\_.
- ☐ No separate storage space is included.
- ☐ The Premises includes the following furnishings, which the Tenant shall keep in good condition, ordinary wear and tear excepted: \_\_\_\_\_.
- ☐ The Premises is not furnished.

#### LEASE TERM

The lease term begins on \_\_\_\_\_ and ends on \_\_\_\_\_ (the "Lease Term"). If the Lease Term ends without a renewal and without a closing under Part II:

- ☐ the Tenant may continue month to month on the same terms (except that the Option under Part II ends as stated there), until either Party ends the tenancy by at least thirty (30) days' written notice or any longer notice the law requires.
- ☐ the Tenant shall vacate the Premises at the end of the Lease Term.

#### RENT

The Tenant shall pay monthly rent of \$ \_\_\_\_\_ (the "Rent"), in advance, on the \_\_\_\_\_ day of each month, in U.S. dollars, to the Landlord at \_\_\_\_\_, by \_\_\_\_\_.

- ☐ If any payment is returned unpaid for any reason, the Tenant shall pay a fee of \$\_\_\_\_\_ for each returned payment, to the extent permitted by law.
- ☐ No fee will be charged for a returned payment.

#### LATE FEE

- ☐ If Rent is not received within \_\_\_\_ day(s) after its due date, the Tenant shall pay a one-time late fee of \$\_\_\_\_\_ for that payment, to the extent permitted by law.
- ☐ No late fee will be charged.

#### SECURITY DEPOSIT

On signing this Agreement, the Tenant shall pay a security deposit of \$\_\_\_\_\_ (the "Security Deposit") to secure the Tenant's performance of Part I. The Landlord may apply it to unpaid Rent and to damage beyond ordinary wear and tear, and shall return the balance with a written itemization of any deductions within the time required by law after the tenancy ends. The Tenant may not use the Security Deposit as the last month's Rent. The Security Deposit ☐ will not ☐ will bear interest as required by law. If the Tenant buys the Property, the Security Deposit will be credited to the Tenant at closing.

#### GUARANTY

- ☐ \_\_\_\_\_, of \_\_\_\_\_ (the "Guarantor"), unconditionally guarantees to the Landlord the full payment and performance of the Tenant's financial obligations under Part I, including Rent, damages, fees and costs, jointly and severally with the Tenant, until those obligations end. The Guarantor has no right or obligation to buy the Property under Part II. The Guarantor shall sign this Agreement below.
- ☐ No guarantor is required.

#### USE OF PREMISES AND GUESTS

The Premises shall be used only as a private residence by the Tenant and the Tenant's immediate family. The Tenant shall not create a nuisance, cause dangerous or unsanitary conditions, or interfere with neighbors' quiet enjoyment, and is liable for damage caused by the Tenant or the Tenant's guests. Guests may stay no more than \_\_\_\_ consecutive days without the Landlord's written consent, which shall not be unreasonably withheld.

#### CONDITION OF PREMISES

The Tenant has examined the Premises and accepts it in its present condition, except:

\_\_\_\_\_.

- ☐ At move-in, the Landlord and the Tenant shall complete and sign a move-in condition checklist recording any existing damage. The Tenant is not responsible at move-out for damage recorded on it.
- ☐ The Parties will not complete a joint move-in checklist; the Tenant may give the Landlord a written list of existing damage within seven (7) days after taking possession.

#### MAINTENANCE AND REPAIRS

- ☐ The Landlord shall keep the Premises in good repair. The Tenant shall keep the Premises clean and sanitary, promptly report needed repairs in writing, and pay for damage caused by the Tenant or the Tenant's guests beyond ordinary wear and tear.
- ☐ As the prospective buyer, the Tenant shall at the Tenant's expense perform routine maintenance and make minor repairs, including yard care, filters, fixtures and appliances, up to \$\_\_\_\_\_ per repair. The Tenant shall not remove any appliance or fixture.

In all cases, the Landlord remains responsible for the roof, foundation and structure, the plumbing, heating, electrical and other major building systems, and anything else required to keep the Premises habitable under applicable law. The Landlord shall install working smoke and carbon monoxide detectors as required by law.

- ☐ The Tenant shall also pay for the following: \_\_\_\_\_.
- ☐ The Tenant is not responsible for any other maintenance costs.

### **ALTERATIONS**

The Tenant shall not make any alteration, addition or improvement, or change or add locks, without the Landlord's written consent. Approved improvements become part of the Property. Unless the Parties agree otherwise in writing, the Tenant receives no payment or credit for them if the Tenant does not buy the Property, and the Landlord may require the Tenant to restore the Premises if an improvement was made without consent.

### **UTILITIES**

The Tenant shall pay for all utilities and services except the following, which the Landlord shall provide at the Landlord's expense: \_\_\_\_\_.

### **RULES**

- ☐ The Tenant shall follow the rules attached to this Agreement as Exhibit B, and any homeowners' or condominium association rules that apply to the Property.
- ☐ The Tenant shall follow any homeowners' or condominium association rules that apply to the Property.

### **SMOKING**

- ☐ Smoking is permitted on the Premises, and the Tenant is responsible for any resulting odor or damage.
- ☐ Smoking of any kind, including vaping and marijuana, is prohibited everywhere on the Premises, by the Tenant and by any guest.

### **PETS**

- ☐ The Tenant may keep the following pets: \_\_\_\_\_. The Tenant shall pay a pet deposit of \$\_\_\_\_\_ and is responsible for all damage caused by any pet, including cleaning and deodorizing.
- ☐ No pets may be kept on the Premises, even temporarily.

Assistance animals, including service animals and emotional support animals, are not pets. They are permitted as a reasonable accommodation as required by the Fair Housing Act and applicable law, and no pet deposit or fee applies to them.

### **ASSIGNMENT AND SUBLETTING**

- ☐ The Tenant shall not assign this Agreement or sublet or license any part of the Premises without the Landlord's prior written consent.
- ☐ The Tenant shall not assign this Agreement or sublet or license any part of the Premises, including through short-term rental platforms.

In either case, the Option under Part II is personal to the Tenant and does not pass to any subtenant.

### **RIGHT OF ENTRY**

The Landlord may enter the Premises at reasonable times to inspect, make repairs or show the Premises to lenders, appraisers or insurers, after giving the advance notice required by law (or at least twenty-four (24) hours' notice where the law sets none), and at any time in an emergency.

## **LANDLORD'S TITLE COVENANTS**

While the Option under Part II is in effect, the Landlord shall: (a) keep current all payments on any mortgage or lien on the Property, and pay the real estate taxes, homeowners' association dues and hazard insurance premiums when due; (b) not sell the Property, or place any new mortgage, lien or encumbrance on it, without the Tenant's written consent, except subject to the Tenant's rights under this Agreement; and (c) give the Tenant written notice within ten (10) days after receiving any notice of default, foreclosure, tax delinquency or lien affecting the Property. If the Landlord fails to make a required payment, the Tenant may make it after notice to the Landlord, and the amount paid shall be credited against the Rent and, at closing, against the Purchase Price.

## **SUBORDINATION**

This Agreement is subordinate to any mortgage on the Property existing when it is signed, and to any later mortgage the Tenant approves in writing. The Tenant shall sign any reasonable confirmation of this a lender requests, provided the lender agrees not to disturb the Tenant's possession while the Tenant is not in default.

## **INSURANCE AND LIABILITY**

The Landlord shall insure the buildings. The Landlord's insurance does not cover the Tenant's belongings, and the Tenant shall maintain renter's insurance. Except to the extent caused by the negligence or willful misconduct of the Landlord or its agents, the Tenant shall indemnify the Landlord against claims arising from the acts of the Tenant or the Tenant's guests.

## **FAIR HOUSING AND ACCESSIBILITY**

The Landlord shall comply with the Fair Housing Act and all applicable fair housing laws, and shall make reasonable accommodations in rules, policies, practices and services, and permit reasonable modifications, when needed to give a person with a disability equal opportunity to use and enjoy the Premises. Where a disability or the need for an accommodation is not obvious, the Landlord may request reliable information verifying the need, as permitted by law, and shall keep it confidential.

## **HAZARDOUS MATERIALS AND COMPLIANCE**

The Tenant shall not keep on the Premises anything flammable, explosive or hazardous beyond ordinary household products used as intended, and shall comply with all laws applicable to the Tenant's use of the Premises.

## **LEAD-BASED PAINT**

- ☐ The Premises was built before 1978. The Lead-Based Paint Disclosure attached to this Agreement is part of it and must be completed and signed, and the Tenant must receive the EPA pamphlet "Protect Your Family From Lead in Your Home," before this Agreement is signed.
- ☐ The Premises was built in 1978 or later.

## **MILITARY SERVICE**

If the Tenant is or becomes a servicemember on active duty and receives permanent change-of-station orders or deployment orders for 90 days or more, the Tenant may terminate the lease under the Servicemembers Civil Relief Act, 50 U.S.C. § 3955, by delivering written notice and a copy of the orders. Termination takes effect thirty (30) days after the next Rent due date following delivery. The Option under Part II then ends, and the Landlord shall refund the Option Fee and Rent Credits on the terms stated in Part II for a termination that is not the Tenant's fault.

## **DEFAULT**

If the Tenant fails to pay Rent when due, the Landlord may give written notice terminating this Agreement if the Rent is not paid within \_\_\_\_ days after the notice. If the Tenant breaches any other term, the Landlord may give

written notice terminating this Agreement if the breach is not corrected within \_\_\_\_ days after the notice. Any notice and cure period required by law applies if longer. If this Agreement is terminated for the Tenant's default, the Option under Part II ends, and the Tenant remains liable for unpaid Rent, damages and costs as allowed by law, subject to any duty to mitigate.

#### **DAMAGE OR DESTRUCTION**

If fire or other casualty not caused by the Tenant makes the Premises uninhabitable, the Tenant may terminate this Agreement, including the Option, by written notice. Rent abates from the date of the casualty, and the Landlord shall refund any prepaid Rent for the period after it together with the Option Fee and Rent Credits as stated in Part II for a termination that is not the Tenant's fault. If the Premises is partly damaged but habitable, the Landlord shall repair it promptly, and Rent shall be reduced fairly while repairs are made.

#### **SURRENDER OF PREMISES**

If the Tenant does not buy the Property, the Tenant shall vacate at the end of the tenancy, return all keys, and leave the Premises clean and in the condition it was in at the start of the Lease Term, ordinary wear and tear and approved improvements excepted.

#### **JOINT AND SEVERAL LIABILITY**

If more than one person signs as Tenant, each is jointly and individually responsible for all obligations under this Agreement. Notice to or from any one Tenant is notice to or from all, and the Option may be exercised only by all Tenants together.

### **PART II — OPTION TO PURCHASE**

#### **GRANT OF OPTION**

In exchange for the consideration stated below, the Landlord grants the Tenant the exclusive right to buy the Property on the terms of this Part II (the "Option"). The Option is a right, not an obligation: the Tenant is not required to buy the Property.

#### **OPTION CONSIDERATION**

- ☐ On signing this Agreement, the Tenant shall pay the Landlord an option fee of \$\_\_\_\_\_ (the "Option Fee"), separate from the Rent and the Security Deposit. The Option Fee will be credited against the Purchase Price at closing. It is non-refundable except as stated in this Part II.
- ☐ No separate option fee is payable. The Tenant's entry into and performance of the lease under Part I, and the sum of ten dollars (\$10.00), the receipt of which the Landlord acknowledges, are the consideration for the Option. The "Option Fee" is zero for all purposes of this Agreement.

#### **PURCHASE PRICE**

- ☐ The purchase price is \$\_\_\_\_\_ (the "Purchase Price").
- ☐ The purchase price (the "Purchase Price") is the fair market value of the Property as determined by an appraisal by a state-licensed or certified residential appraiser selected by \_\_\_\_\_, completed within thirty (30) days after the Tenant exercises the Option. The cost of the appraisal shall be paid by \_\_\_\_\_.
- ☐ Instead of a set price, the Tenant has a right of first refusal. If, while the Option is in effect, the Landlord receives a bona fide written offer to buy the Property that the Landlord is willing to accept, the Landlord shall give the Tenant a copy. The Tenant may, within ten (10) days after receiving it, agree in writing to buy the Property at the same price and on the same terms (that price being the "Purchase Price"), and shall then

close within ninety (90) days. If the Tenant does not, the Landlord may sell to that buyer on those terms, subject to the Tenant's rights under Part I.

#### OPTION PERIOD

- ☐ The Option may be exercised at any time from the start of the Lease Term until the last day of the Lease Term (the "Option Period").
- ☐ The Option may be exercised at any time from \_\_\_\_\_ through \_\_\_\_\_ (the "Option Period").

The Option ends automatically at the end of the Option Period if not exercised, and earlier if this Agreement is terminated.

#### RENT CREDIT

- ☐ For each month in which the full Rent is received on time, \$\_\_\_\_\_ of that month's Rent (the "Rent Credit") will be credited against the Purchase Price at closing. Rent Credits have no cash value and are not refundable except as stated in this Part II.
- ☐ No part of the Rent will be credited toward the Purchase Price.

#### EXERCISING THE OPTION

To exercise the Option, the Tenant must, during the Option Period and while not in default under Part I, deliver written notice of exercise to the Landlord at the Landlord's notice address by certified mail with return receipt requested, by overnight courier, or by hand delivery against a signed receipt.

- ☐ With the notice of exercise, the Tenant shall pay an earnest money deposit of \$\_\_\_\_\_ (the "Deposit"), to be held by the closing agent and credited against the Purchase Price at closing.
- ☐ No deposit is required to exercise the Option. Any reference to the "Deposit" in this Part II means zero.

#### PURCHASE CONTRACT

- ☐ Within \_\_\_\_ days after the Tenant exercises the Option, the Parties shall sign a residential purchase contract on the standard form used in the area, consistent with this Part II. If the Landlord fails or refuses to sign it, the Tenant may seek specific performance of this Agreement in addition to any other remedy.
- ☐ On exercise of the Option, this Part II becomes a binding contract of sale between the Landlord as seller and the Tenant as buyer, and no further purchase contract is required.

#### FINANCING

- ☐ The purchase is not contingent on financing. If the Tenant fails to close on the Closing Date for lack of funds, the Deposit shall be paid to the Landlord as the Landlord's sole remedy for that failure.
- ☐ The purchase is contingent on the Tenant obtaining a written mortgage loan commitment within \_\_\_\_ business days after exercising the Option (the "Financing Period"). The Tenant shall apply promptly and pursue the loan in good faith. If the Tenant cannot obtain a commitment within the Financing Period despite good-faith efforts and gives the Landlord written notice before it ends, the Tenant may cancel the purchase and the Deposit shall be refunded to the Tenant.
- ☐ Seller financing: the Landlord shall finance part of the Purchase Price by a promissory note and a mortgage or deed of trust on the Property: loan amount \$\_\_\_\_\_; down payment at closing \$\_\_\_\_\_; interest \_\_\_\_% per year; term \_\_\_\_ months, fully amortizing. Seller financing must comply with federal and state lending laws.

## INSPECTION

- ☐ The Tenant may, at the Tenant's expense, have the Property inspected within \_\_\_\_ business days after exercising the Option (the "Inspection Period"), and shall give the Landlord copies of all reports. If the inspections reveal material defects not caused by the Tenant, the Tenant may, before the Inspection Period ends, give written notice of them. If the Parties do not agree in writing on repairs or a price adjustment within \_\_\_\_ business days after that notice, the Tenant may cancel the purchase and the Deposit shall be refunded to the Tenant.
- ☐ The Tenant, having lived at the Property, accepts it in its "as is" condition at closing, subject only to the Landlord's obligations under Part I and to any disclosures required by law. The Tenant may still inspect the Property before closing for information only.

## TITLE AND DEED

At closing, the Landlord shall convey marketable title to the Property by general warranty deed (or, where customary in the State, its equivalent), free of liens and encumbrances other than taxes not yet due, recorded easements and restrictions that do not interfere with residential use, and any matters the Tenant approves in writing. Within fifteen (15) days after exercise, the Landlord shall provide a title commitment from a title company. The Tenant may object in writing to any title defect within ten (10) days after receiving it; if the Landlord does not cure the defect before closing, the Tenant may cancel the purchase and receive a refund of the Deposit, the Option Fee and the Rent Credits.

## FIXTURES AND PERSONAL PROPERTY

- ☐ All fixtures on the Property at the time of exercise are included in the sale.
- ☐ All fixtures are included in the sale except the following, which the Landlord may remove before closing, repairing any damage caused by removal: \_\_\_\_\_.
- ☐ The following personal property is included in the sale at no additional cost and will be transferred by bill of sale at closing: \_\_\_\_\_.
- ☐ No personal property of the Landlord is included in the sale.

## CLOSING

Closing shall take place at the office of a title or closing company agreed by the Parties within \_\_\_\_ days after the Tenant exercises the Option, or on another date the Parties agree in writing (the "Closing Date"). At closing the Tenant shall pay the Purchase Price less the Option Fee, the Rent Credits, the Deposit and the Security Deposit, in cash, wire transfer, or cashier's or certified check. Real estate taxes, association dues, rents and other expenses of the Property for the year of closing shall be prorated as of the Closing Date; taxes for prior years shall be paid by the Landlord. Closing costs, including title search and title insurance, deed preparation, transfer taxes and recording fees, shall be paid by ☐ the Tenant ☐ the Landlord ☐ the Landlord and the Tenant as is customary in the county.

## REAL ESTATE COMMISSION

- ☐ No real estate commission is due to any person in connection with this Agreement or the sale. Each Party shall indemnify the other against any claim for a commission based on that Party's own dealings.
- ☐ The Parties acknowledge that \_\_\_\_\_ of \_\_\_\_\_ (the "Agent") assisted with this Agreement. The Landlord shall pay the Agent a commission of \_\_\_\_% of the Purchase Price, due only if and when the sale closes and the deed is recorded.

## DEFAULT AND REFUNDS

If the Tenant does not exercise the Option, or exercises it but fails to close for a reason that is the Tenant's fault, the Landlord keeps the Option Fee and the Rent Credits as consideration for the Option, to the extent permitted by law. If the purchase does not close because of the Landlord's default, the Landlord's inability to deliver marketable title, a casualty or military termination under Part I, or a valid cancellation by the Tenant under the financing, inspection or title provisions above, the Landlord shall refund the Deposit to the Tenant within ten (10) days and, except in the case of a financing cancellation, shall also refund the Option Fee and the Rent Credits. If the Landlord defaults, the Tenant may also seek specific performance or any other remedy available at law or in equity.

## NO EQUITABLE OWNERSHIP

Until closing, the Tenant is a tenant only. Paying Rent, the Option Fee or Rent Credits does not give the Tenant ownership of the Property, except to the extent applicable law provides otherwise.

## MEMORANDUM OF OPTION

- ☐ On signing this Agreement, the Parties shall sign a short memorandum of this Option, which the Tenant may record in the land records of the county where the Property is located. If the Option ends without a closing, the Tenant shall promptly sign a release of the memorandum for recording.
- ☐ The Parties will not record a memorandum of this Option.

## OPTION PERSONAL TO TENANT

The Option is personal to the Tenant and may not be assigned or transferred without the Landlord's written consent. If a Tenant dies, any surviving Tenant may exercise the Option. If no Tenant survives, the Option ends and the Landlord shall refund the Option Fee to the deceased Tenant's estate.

## STATE LAW

Some states regulate rent-to-own, lease-purchase and executory contracts, and may require additional disclosures, recording, or notice before the Tenant's rights can be ended, or may give the Tenant additional rights. Where this Agreement conflicts with a law that cannot be waived, the law controls.

## NOTICES

Notices must be in writing and are effective on receipt. They may be delivered by hand, by overnight courier, or by certified or registered mail, to the Landlord at the address above and to the Tenant at the Premises, or to another address a Party designates by notice.

## DISPUTES

- ☐ Any dispute arising from this Agreement shall be resolved in the state courts of the county where the Property is located.
- ☐ Any dispute arising from this Agreement, except an eviction action and a claim for specific performance, shall be resolved by binding arbitration under the rules of the American Arbitration Association in the county where the Property is located.
- ☐ The Parties shall first try to resolve any dispute arising from this Agreement by mediation. If mediation does not resolve it within sixty (60) days, the dispute, except an eviction action and a claim for specific performance, shall be resolved by binding arbitration under the rules of the American Arbitration Association in the county where the Property is located.

In any legal action or arbitration to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs, to the extent permitted by law.

## GOVERNING LAW

This Agreement is governed by the laws of the State of \_\_\_\_\_.

## GENERAL PROVISIONS

If any provision of this Agreement is held invalid, the rest remains in effect and the provision shall be enforced to the extent permitted. No waiver is effective unless in writing, and a waiver of one breach is not a waiver of another. Headings are for convenience only. This Agreement binds and benefits the Parties and their heirs, legal representatives and permitted assigns, subject to the Option being personal to the Tenant. It may be signed in counterparts and electronically.

## ADDITIONAL TERMS

- ☐ The Parties also agree to the following: \_\_\_\_\_
- ☐ There are no additional terms.

## ENTIRE AGREEMENT

This Agreement, including its exhibits, is the entire agreement of the Parties about the Property and replaces all prior discussions and agreements. It may be amended only in a writing signed by the Landlord and every Tenant.

## SIGNATURES

The Parties have signed this Agreement on the dates below.

### LANDLORD / SELLER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

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

### TENANT(S) / BUYER(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Printed name

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

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

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

### GUARANTOR, if any (Part I only)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

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

### AGENT, if any (acknowledging the commission terms)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

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

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

*(Required only if the Premises was built before 1978.)*

**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 (initial one in each of (a) and (b))

(a) Presence of lead-based paint and/or lead-based paint hazards:

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

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

(b) Records and reports available to the lessor:

\_\_\_\_\_ (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): \_\_\_\_\_

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

### Lessee's Acknowledgment (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home."

### Agent's Acknowledgment (initial, if any)

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d and is aware of the agent's 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.

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

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

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

Agent (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**Note on the sale.** If the Tenant exercises the Option, the purchase documents must also include the federal lead-based paint disclosure for sales, and the Tenant has the right to a 10-day lead inspection or risk assessment before being obligated to buy, unless the Tenant waives it in writing (24 C.F.R. § 35.90).