



## Office of Residential Services

### **HOUSING CONTRACT / TERMS AND CONDITIONS**

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

Housing

Address \_\_\_\_\_

**These terms and conditions apply to the Housing Contract made by and between Worcester Polytechnic Institute ("WPI") by and through its Office of Residential Services (WPI RESIDENTIAL SERVICES), and the person signing this agreement (OCCUPANT).**

**OCCUPANT agrees to be individually responsible for the housing contract.**

After picking up a key, the **OCCUPANT** will have until the end of the following business day to cancel the assignment.

#### **GENERAL TERMS AND CONDITIONS**

1. **OCCUPANTS** of the graduate properties must be enrolled as full-time graduate students at WPI. **OCCUPANTS** must vacate the premises upon termination of student status.
2. Smoking is not permitted in any graduate property.
3. Any duplication of **WPI RESIDENTIAL SERVICES**-issued keys or accommodation of unauthorized-guests is prohibited. Housing privileges are not transferable.
4. The Housing Contract remains in effect for the term of the contract as long as the **OCCUPANT** is enrolled at **WPI**.
5. This is a legally binding contract. Failure to pick up a key does not release an **OCCUPANT** from this contract.
6. Graduate properties are available for occupancy starting August 1 of this year. Occupancy ends May 31 of next year. Contract can be renewed by March 1 of every year on the following schedule pending continued enrollment at WPI: PHD students – 5 total years; MASTERS students – 2 total years; FACULTY/STAFF – at the discretion of WPI RESIDENTIAL SERVICES.
7. **WPI RESIDENTIAL SERVICES** reserves the right to reassign **OCCUPANTS** at any time.
8. **WPI RESIDENTIAL SERVICES** reserves the right to require **OCCUPANTS** without roommates to relocate to consolidate space.
9. **WPI RESIDENTIAL SERVICES** reserves the right to check **OCCUPANT** rooms in order to assess and repair the physical facilities, and to maintain appropriate health and safety standards.

10. **WPI RESIDENTIAL SERVICES** assumes no responsibility for loss of or damage to an **OCCUPANT'S** personal property.
11. Reservations for housing not claimed by the first day of Fall classes may be terminated by **WPI RESIDENTIAL SERVICES** unless the student has advised **WPI RESIDENTIAL SERVICES** of delayed arrival at least 7 business days prior to the first day of classes.
12. **WPI RESIDENTIAL SERVICES** reserves the right to change the rates as published if such action is necessitated by economic conditions during the period of this agreement.
13. Failure of an **OCCUPANT** or his/her guest to comply with graduate property regulations and policies may lead to imposition of financial liabilities, probation, dismissal from the residence halls and/or WPI, or other civil action.
14. **OCCUPANTS** are expected to obey all applicable laws and to respect the rights, privileges and property of other members of the college community and visitors to the campus. **OCCUPANTS** are further expected to refrain from actions that materially or substantially interfere with college or properties functions, or would endanger the health, safety or welfare of others.
15. Graduate properties are for residence purposes only and under no circumstances may the rooms, buildings or adjacent grounds be used for any commercial purpose.
16. As part of the room charges for the first term of residency, the **OCCUPANT** is assessed a damage deposit.
17. Because of the high demand for on-campus housing, **WPI RESIDENTIAL SERVICES** may consider it necessary to make temporary assignments at the start of the housing contract (i.e., placing three students in a double room). Those assigned to temporary space are notified in writing of their assignment. Permanent assignments are made at the earliest possible date.

## **ELIGIBILITY**

1. **WPI RESIDENTIAL SERVICES** provides a limited number of apartments for persons who are enrolled in WPI academic programs; and the **OCCUPANT** certifies that s/he is enrolled in a WPI academic program. **OCCUPANT shall supply proof of admission or enrollment at the time the housing contract is signed.**
2. **OCCUPANT** can share their accommodations with immediate family members (spouse, children, parents, siblings) and/or one other adult with whom an established committed relationship exists in designated spaces. **For children, a copy of appropriate documentation is required prior to occupancy as proof of their eligibility** (i.e. Birth certificate or proof of legal guardianship)
3. Upon termination of student or employee status, **OCCUPANT'S** responsibility for the balance of the housing contract remains. Refunds will follow the college schedule on refunds. **OCCUPANTS** who will be continuing in an enrolled/affiliated status for the following academic year may maintain occupancy until the end of current housing contract term without being enrolled/affiliated during the summer session.

## **RENT**

1. **OCCUPANT agrees to pay Total Rent Due indicated on the Housing Contract, payable in monthly installments due on the first day of each month.** Payments are made at the Finance Office on the second floor of Boynton Hall. By the date housing contract begins, **OCCUPANT** shall pay to **WPI RESIDENTIAL SERVICES** the amount specified in the housing contract as first month's rent for the period from the date the housing contract begins through the last day of the current month. All succeeding rent charges will be for periods beginning the first day of the month through the last day of the month. Checks shall be made payable to the WPI Finance Office.

2. **OCCUPANT** agrees to keep his/her account in good standing at all times. **OCCUPANT** agrees that **WPI RESIDENTIAL SERVICES** may withhold from any sums owed **OCCUPANT** by **WPI RESIDENTIAL SERVICES** or its affiliates the amount of any payment owed **WPI RESIDENTIAL SERVICES** under the housing contract which is more than thirty (30) days overdue. **OCCUPANT** specifically authorizes the withholding of such amounts by **WPI RESIDENTIAL SERVICES**.
3. **OCCUPANT** will provide accurate information regarding their academic affiliation and status with **WPI**.
4. **WPI RESIDENTIAL SERVICES** will be responsible for costs and labor associated with the following: Water, Sewer, Electricity, Gas, Oil, Property Taxes, Interior Décor, Building Maintenance, Grounds Maintenance, and Insurance for the building/property.
5. **OCCUPANT** will be responsible for costs and labor associated with the following: Trash Removal, Snow removal on walks and driveways, and Insurance on personal property

### **HOUSING CONTRACT TERMINATION**

1. **WPI RESIDENTIAL SERVICES** may immediately terminate the housing contract for anyone who, in the judgment of the **WPI RESIDENTIAL SERVICES**, represents an imminent threat to the health or safety of WPI students, employees or other WPI constituents.
2. **WPI RESIDENTIAL SERVICES** may terminate the housing contract at any time prior to the housing contract end date by giving **OCCUPANT** 30 day written notice thereof in the event of either of the following situations:
  - a. **OCCUPANT** graduation, dismissal or withdrawal from classes at WPI, or
  - b. **OCCUPANT** violation of any term or condition of the housing contract.
3. **OCCUPANT** must terminate the housing contract prior to the housing contract end date if **OCCUPANT** ends his/her affiliation with WPI due to graduation, withdrawal or dismissal from classes, or any other reason. Upon termination of student or employee status, **OCCUPANT'S** responsibility for the balance of the housing contract remains. (refunds will follow the college schedule on refunds) and **OCCUPANT** must notify **WPI RESIDENTIAL SERVICES** in writing. Notice by other means (e.g., phone or verbal) or to other WPI offices (e.g., Academic Department or Accounting) does not terminate the housing contract.

### **ABANDONMENT**

1. **OCCUPANT'S** property which remains in an apartment after the date of the termination or cancellation of the housing contract shall be deemed abandoned. **WPI RESIDENTIAL SERVICES** is relieved of all liabilities for this abandoned property. If **OCCUPANT** abandons the premises or is dispossessed thereof by process of law, or otherwise, title to any personal property belonging to **OCCUPANT** and left on the premises shall be deemed to have been transferred to the **WPI RESIDENTIAL SERVICES**. **WPI RESIDENTIAL SERVICES** shall have the right to remove and dispose of such property without liability as a result of **OCCUPANT** or to any person claiming under **OCCUPANT**, and shall have no need to account therefore. **WPI RESIDENTIAL SERVICES** may retain belongings as its property or may dispose of belongings through sale, donation or in such other manner as **WPI RESIDENTIAL SERVICES**, in its sole discretion may determine. Any proceeds derived from the sale or other disposition of such property shall be the property of **WPI RESIDENTIAL SERVICES** as mitigation of damages suffered as a result of **OCCUPANT'S** breach.
2. **OCCUPANT** agrees to yield and peaceably deliver possession of the premises to **WPI RESIDENTIAL SERVICES** upon termination of the housing contract. Upon giving written notice of termination to **OCCUPANT**, **WPI RESIDENTIAL SERVICES** shall have the right to re-enter and take possession of the premises on the date such termination became effective without further notice of any kind and without institution of legal proceedings. Termination of the housing contract

and reentry of the premises by **WPI RESIDENTIAL SERVICES** shall in no way alter or diminish any obligation of **OCCUPANT** hereunder.

3. **OCCUPANT'S** continued occupancy of the premises after the termination of the housing contract shall not be construed as a renewal of the housing contract, but shall be construed as a tenancy at the will of **WPI RESIDENTIAL SERVICES**. In such an event, rental for the premises shall be **double the regular monthly rent amount for the extra days occupied**.

### **SUBLETTING**

**OCCUPANT** shall not sublet the premise or any part thereof. Any attempted sublease of assignment shall be null and void, and shall confer no right, title, or interest in or to the housing contract unless prior written consent of **WPI RESIDENTIAL SERVICES** has been obtained. Any proposed sublease or assignee must meet the same eligibility requirements of the original **OCCUPANT**. An **OCCUPANT** who sublets his/her apartment is in breach of these terms and conditions and is in violation of the Housing Contract.

### **CONDITIONS OF OCCUPANCY**

1. The premises shall be used only for residential purposes and shall be occupied only by **OCCUPANT** and **OCCUPANT'S** immediate family members where designated (spouse, partner, children, parents, and siblings). **OCCUPANT** and **CO-OCCUPANT(S)** in non-family housing must be of the same gender.
2. Maximum apartment occupancy is specified on the housing contract. **OCCUPANTS** shall provide prompt notice to the **WPI RESIDENTIAL SERVICES** of any changes in family size or number of occupants in family housing.
3. Any guest staying in the Graduate Properties for more than two weeks should be registered by the **OCCUPANT** and approved by the **WPI RESIDENTIAL SERVICES**. Visitors not included in the extended family category are limited to a total maximum duration of 30 days per year.

### **CONDITIONS OF PREMISES**

1. **WPI RESIDENTIAL SERVICES** shall provide **OCCUPANT** the furnishings and appliances contained in the property upon move in.
  - a. **WPI RESIDENTIAL SERVICES** shall provide information, prior to rental, of known lead-based paint and known lead-based paint hazards in the Graduate Properties.
2. **OCCUPANT** shall not conduct, or allow family members or guests to conduct, any activity that interferes with the comfort, safety, health, welfare, or convenience of other residents. **WPI RESIDENTIAL SERVICES** may remedy any such activity through contractual remedies or through the procedures set forth in WPI's *Code of Policies and Regulations Applying to All Students*.
  - a. **OCCUPANT** shall not use or permit the use of the premises for illegal purposes.
  - b. **OCCUPANT** shall keep the premises in neat, clean, sanitary, and orderly condition at all times. **OCCUPANT** shall not permit rubbish, garbage, excessive personal belongings, etc., to accumulate at any time; nor commit, suffer, or permit any waste on the premises or any acts to be done in violation of any law or ordinance;
  - c. **OCCUPANT** shall not destroy, deface or damage any part of the apartment, common areas or community grounds. **OCCUPANTS** are responsible for any damages they, or their family members, cause to The Properties, common areas or public spaces.
  - d. **OCCUPANT** shall not reconstruct or modify plumbing, heating, or electrical systems. **OCCUPANT** may not tamper with or disconnect smoke or carbon-monoxide detectors.
  - e. **OCCUPANT** shall not make or cause any alterations to be made in or on the premises. **OCCUPANT** shall not paint or install wallpaper or contact-paper on the premises.

- f. **OCCUPANT** shall not install, use, or store, a mechanical dishwasher or a waterbed on the premises.
  - g. The use of an air conditioner on the premise is permitted only with **WPI RESIDENTIAL SERVICES'S** prior consent. For safety reasons, **WPI RESIDENTIAL SERVICES** must install air conditioners and such air conditioners must comply with the requirements of **WPI RESIDENTIAL SERVICES** policy.
  - h. **OCCUPANT** shall not attach an aerial, awning, or clothesline to the exterior of the building, nor affix anything to the exterior of the premises, including plastic coverings over windows.
  - i. **OCCUPANT** shall not use trees, grass, balcony or porch railings for washing or drying personal belongings.
  - j. **OCCUPANT** may not have cut real trees on the premises due to the safety hazard they pose.
  - k. **OCCUPANT** is responsible for snow removal of all exterior stairwells, walkways, and sidewalks around the house in the event of a snowstorm.
4. Upon termination of the housing contract, **OCCUPANT** shall leave the premises in as good a condition as existed upon the commencement of the housing contract, reasonable wear and tear is expected. **OCCUPANT** shall pay for any damage beyond reasonable wear and tear of the premises or any cleaning or rubbish removal from the premises that **WPI RESIDENTIAL SERVICES** deems necessary. The apartment will not be officially vacated until the keys are received by the **WPI RESIDENTIAL SERVICES**. **WPI RESIDENTIAL SERVICES** shall conduct inspection of premises following vacation of premises by **OCCUPANT**. **WPI RESIDENTIAL SERVICES** shall furnish to **OCCUPANT** a statement of the charges of all necessary work within thirty (30) days of the date that the **OCCUPANT** vacated the premises. Repaired/replaced items remain **WPI RESIDENTIAL SERVICES** property.

#### **MAINTENANCE**

**WPI RESIDENTIAL SERVICES** shall be responsible for the following maintenance duties and will require that the work be done, with full **OCCUPANT** cooperation:

- a. Maintenance of the premises, including but not limited to plumbing, electrical and heating systems, and painting.
- b. Maintenance of all common areas.
- c. Pest treatment in the premises and applicable common areas. Where a pest infestation is found, the entire building must be treated. Failure to comply with pest control treatment or maintain proper sanitation can result in non-renewal or termination of the housing contract.

#### **ACCESS TO PREMISES**

**WPI RESIDENTIAL SERVICES** or its authorized representative shall have the right at all reasonable times to enter the premises to ensure **OCCUPANT'S** compliance with all provisions of the housing contract, to conduct health and safety inspections, and to perform ordinary maintenance. **WPI RESIDENTIAL SERVICES** shall provide **OCCUPANT** at least 24 hours notice in such situations whenever possible, except when imminent danger to life, safety, health, or property is reasonably feared, for maintenance services requested by **OCCUPANT**, or for fire safety inspections.

#### **RULES AND REGULATIONS**

1. **In addition to the terms and conditions specified herein, the OCCUPANT is bound to comply with the applicable WPI RESIDENTIAL SERVICES Housing policies and the Student Code of Conduct.**
  - a. **All Graduate Properties apartments/houses are non-smoking facilities.** Smoking is not permitted anywhere inside the graduate properties, including in apartments, balconies,

hallways, stairwells, stairways, porches and indoor public spaces. **Smoking within 25 feet of a building is prohibited.**

- b. **OCCUPANT** shall not use candles or incense anywhere within the apartment.
- c. **OCCUPANT** shall not have or permit any open or covered fire, including but not limited to a hibachi or barbecue, on or in any porch, balcony, stairwell, or entryway of any building. Cooking and/or grilling within 25 feet of a building is prohibited.
- d. It is a crime to possess or store any weapon in the graduate properties without prior written permission from Campus Police
- e. **OCCUPANT** shall not keep or harbor dogs, cats, reptiles, or any other animals (except fish tanks 50 gallons or less and approved service animals) on the premises. Animals found are subject to immediate removal by **WPI RESIDENTIAL SERVICES**, with cost of removal, damage, and cleaning to be paid by the **OCCUPANT**.
- f. Bikes must be registered with Campus Police. Bikes, strollers, tricycles, and other personal property stored outside or those improperly stored are subject to immediate removal and disposal.

### **STORAGE**

1. **OCCUPANT** shall not obstruct the corridors, stairways, lounges, or entryways or use such areas for children's play or for storage of personal belongings (including but not limited to bikes, children's toys and strollers, household furniture, volatile substances, etc.)
  - a. **OCCUPANTS** may only use porches for lawn furniture and flower containers. Porch areas may not be used for storage (e.g. mattresses, bikes, household furniture, clothing, clothesline, auto parts, etc.)
  - b. **WPI RESIDENTIAL SERVICES** reserves the right to remove all obstructions and dispose of the same at its discretion.

### **PARKING**

1. Worcester resident parking permits for **OCCUPANTS** living on Resident Only Parking streets are available through Worcester City Hall. On street parking is available in and around the WPI RESIDENTIAL SERVICES campus.
  - a. Only currently licensed, registered, and operable automobiles may be parked in a WPI space and only in designated parking areas. **OCCUPANT** shall not drive or park any vehicle on the grass or sidewalks or block access to any garage on the property. **OCCUPANT** shall not mark a space for individual use.
  - b. Parking passes are available at Campus Police and it is the **OCCUPANT'S** responsibility to obtain a pass

### **LIABILITY**

1. **OCCUPANT** shall not claim damages from **WPI RESIDENTIAL SERVICES** for any damage resulting to the premises or any personal property in the event the premises or property are damaged or destroyed by fire, flood, or any other causes not under **WPI RESIDENTIAL SERVICES'S** control.
2. **WPI RESIDENTIAL SERVICES** shall not be liable for any injury or property damage (except injury or damage caused by the negligence of the **WPI RESIDENTIAL SERVICES**) which is sustained by **OCCUPANT**, members of **OCCUPANTS** family, invitees, or assigns, while on the premises. **OCCUPANT** shall indemnify and hold **WPI RESIDENTIAL SERVICES** harmless from any and all liability for any such injury to person or property. In order for the **OCCUPANT** to be protected from losses not caused by **WPI RESIDENTIAL SERVICES'S** negligence, **OCCUPANT**

**is *strongly* encouraged to purchase renter's insurance through a private insurance carrier licensed by the State of Massachusetts.**

**MISCELLANEOUS**

1. The failure of **WPI RESIDENTIAL SERVICES** or **OCCUPANT** to insist upon strict performance of any of the terms or conditions of the housing contract shall not be deemed a waiver of any right or remedy that **WPI RESIDENTIAL SERVICES** or **OCCUPANT** may have, and shall not be deemed a waiver of the right to require strict performance of all provisions of the housing contract thereafter, nor a waiver of any remedy for the subsequent breach or default of any provision of the housing contract.
2. The Housing contract, these Terms and Conditions, and the provisions of **WPI RESIDENTIAL SERVICES** policies as set forth all of the agreements and understandings of the parties. Any modification to these Terms and Conditions must be in writing and properly executed by both parties.
3. If any provision of the housing contract is held by a court of competent jurisdiction to be invalid, void, unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
4. **OCCUPANT must disclose all criminal convictions** (excluding traffic violations) of you or your immediate family who would reside in the graduate properties by including information in the response to the housing contract offer. **WPI RESIDENTIAL SERVICES** reserves the right not to enter into (and/or to terminate) a housing contract for anyone who, in the judgment of **WPI RESIDENTIAL SERVICES**, represents a threat to the health or safety of students, employees or other constituents, or anyone who provides false information or fails to fully complete the housing contract.
5. All Notices required by the **OCCUPANT** to **WPI RESIDENTIAL SERVICES** shall be submitted in writing to the following location: WPI RESIDENTIAL SERVICES, 100 Institute Road Worcester, MA 01609 or emailed to [graduatehousing@wpi.edu](mailto:graduatehousing@wpi.edu). **OCCUPANT** hereby agrees that all notices due to him/her by the **WPI RESIDENTIAL SERVICES** may be provided either via the **OCCUPANT'S** WPI RESIDENTIAL SERVICES email account or first class mail to the residence.

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This agreement is entered into on this date between Worcester Polytechnic Institute by and through its Office of Residential Services, **WPI RESIDENTIAL SERVICES**, and the **OCCUPANT** listed below. **WPI RESIDENTIAL SERVICES** and **OCCUPANT** agree that during the period in which the agreement is in effect all of the Terms and Conditions contained herein shall remain in full force and **OCCUPANT** agrees to comply with each of the Terms and Conditions as attached hereto and incorporated herein.

**WPI RESIDENTIAL SERVICES** rents to the **OCCUPANT** and the **OCCUPANT** rents from **WPI RESIDENTIAL SERVICES** for a term commencing on the date indicated below and terminating \_\_\_\_\_. The rent shall be due and payable, in advance on the first (1<sup>st</sup>) of each month.

**OCCUPANT** (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Occupancy Start Date: \_\_\_\_\_ Rent: \_\_\_\_\_

**WPI RESIDENTIAL SERVICES:** \_\_\_\_\_ Date: \_\_\_\_\_  
As a representative for Worcester Polytechnic Institute

# Tenant Lead Law Notification

## What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

## What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a serious environmental hazard. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

## How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

## How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

## What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

## **Can regular home repairs cause lead poisoning?**

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

## **What can you do to prevent lead poisoning?**

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleadated or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleadated, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleadated, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleadated if it contains lead paint.

## **How do you find out where lead paint hazards may be in a home?**

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

## **In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?**

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be deleadated or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling

lead paint. You can get a list of licensed deleadors from the state Department of Labor and Workforce Development. Deleadors are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleador, the owner or someone who works for the owner who is not a licensed deleador can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

### **What is a Letter of Compliance?**

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

### **What is a Letter of Interim Control?**

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

### **Where can I learn more about lead poisoning?**

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program (CLPPP)  
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)  
1-800-532-9571

Your local lead poisoning prevention program  
or your local Board of Health

U.S. Consumer Product Safety Commission  
(Information about lead in consumer products)  
1-800-638-2772

U.S. Environmental Protection Agency, Region I  
(Information about federal laws on lead)  
617-918-1524

Massachusetts Department of Labor and  
Workforce Development  
(List of licensed deleadors)  
617-969-7177, 1-800-425-0004

National Lead Information Center  
(General lead poisoning information)  
1-800-424-5323

# Tenant Certification Form

## Required Federal 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. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

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

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i)  Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

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

## Tenant's Acknowledgment (initial)

(c)  Tenant has received copies of all documents circled above.

(d)  Tenant has received no documents listed above.

(e)  Tenant has received the Massachusetts Tenant Lead Law Notification.

## Agent's Acknowledgment (initial)

(f)  Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification 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.

|                       |               |                       |               |
|-----------------------|---------------|-----------------------|---------------|
| _____<br>Owner/Lessor | _____<br>Date | _____<br>Owner/Lessor | _____<br>Date |
| _____<br>Tenant       | _____<br>Date | _____<br>Tenant       | _____<br>Date |
| _____<br>Agent        | _____<br>Date | _____<br>Agent        | _____<br>Date |

## Owner/Managing Agent Information for Tenant (Please Print):

|                    |                 |                    |
|--------------------|-----------------|--------------------|
| _____<br>Name      | _____<br>Street | _____<br>Apt.      |
| _____<br>City/Town | _____<br>Zip    | _____<br>Telephone |

\_\_\_\_\_  
I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: \_\_\_\_\_

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

**Tenant and owner must each keep a completed and signed copy of this form.**