



# BEL-CROSS PROPERTIES

68 High Street, PO Box 635  
Morgantown, WV 26507-0635

VOICE: (304) 296-7930  
FAX: (304) 296-4884  
www.belcross.com  
realtors@belcross.com

## LEASE

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between BEL-CROSS PROPERTIES, as Lessor (Property Owner's Agent) and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Lessee(s).

It is hereby expressly covenanted and agreed between Lessor and Lessee(s) as follows:

Lessor hereby leases unto Lessee(s), the following described property, that is to say, all that certain unit containing \_\_\_\_ rooms and which is known as \_\_\_\_\_ and which is located in Monongalia County, State of West Virginia and whose address is \_\_\_\_\_, West Virginia \_\_\_\_\_ for the term beginning the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; to be used and occupied for residential and dwelling purposes only, for \_\_\_\_ persons and no more; upon the following terms and conditions which said Lessee(s) hereby agree to fulfill and perform:

1. The said Lessee(s) shall pay to the Lessor rental as follows:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
for the said term agreed upon, payable in installments as follows:

\_\_\_\_\_  
\_\_\_\_\_.

A. Rental payment includes the following utilities: \_\_\_\_\_.

B. Lessee(s) shall make rental payments in person to 68 High Street, Morgantown, West Virginia, or by US Mail, postage prepaid, to P.O. Box 635, Morgantown, WV 26507-0635.

2. Said rental payments are to be paid in advance on or before the 1st \_\_\_\_ day of the month for which the same is due and in the event the said Lessee(s) shall fail to pay the rent for any month in advance, or before the 5th \_\_\_\_ day of the month for which the same is due, such failure shall at the option of the Lessor at once terminate this Lease contract and entitle the Lessor to immediate possession without notice. A late fee of five percent (5%) of the total monthly rent will be assessed on any rent paid and accepted after the 5th \_\_\_\_\_. In the event this fee is not paid as assessed, it will be deducted from the security deposit paid by the Lessee(s).

3. The said Lessee(s) shall take good care of the premises, furniture and chattels therein contained, and shall keep the premises clean and at the end or sooner termination of the term shall deliver up the premises and furniture and chattels in as good state and condition as they were at the commencement of the term, reasonable use and wear thereof excepted.

4. The Lessee(s) shall not assign this Lease or sublease the premises, or any part thereof, or make any alterations on the premises, nor permit the same to be used any time during the said term for

Lessee(s) \_\_\_\_\_

assist Lessee(s) to sublease the premises only after Lessee(s) enters into a separate agreement for such assistance and compensation to Lessor is agreed upon in writing by Lessee(s) and Lessor.

5. An extra assessment will be made should Lessee(s) permit the leased premises to be shared by additional person(s) not listed on the lease. Should the Lessor permit another person(s) to share the leased premises, all rules and regulations agreed to by the Lessee(s) shall apply to additional person(s). An assessment will be made in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month per person above the monthly rental. The Lessor must give written consent before any person will be permitted to live in the leased premises.
6. The said Lessor hereby acknowledges the receipt of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars as a deposit in the event of damages incurred to the premises as a result of the negligence or any willful acts of the Lessee(s) or his/her guests, as a cleaning deposit, and a security deposit. Said sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars is not to be considered as rent or as liquidated damages for destruction of property, but is to be returned to the Lessee(s) upon the expiration of the term should all rent be paid, no damages incurred, the vacated premises is clean, and keys are returned. If Lessee(s) are delinquent in paying rent, Lessor has at its sole discretion the right to use all or part of the security deposit toward delinquent rent.

Security deposits will be returned within forty-five (45) days once the premises is vacated, keys are returned, and inspection is completed for damages and cleanliness. If repairs or cleaning are needed, an itemized statement of the deductions from the security deposit will be tendered upon request.

7. Whether or not Lessee(s) shall have picked up keys to the rental unit, if Lessee(s) shall have signed this lease and shall not take possession or move in to the rental unit, the Lessee(s) understand they shall be completely responsible for the rental unit and obligated to pay all amounts due to the Lessor under this lease (without regard to the fact they have not picked up keys or take possession).
8. Lessee(s) shall not suffer or permit radios, stereos, television sets, or other sound emission devices on the leased premises to disturb the neighborhood or other occupants of the building containing said leased premises at any time and further, Lessee(s) will conduct himself/herself so as not to disturb other occupants of the building.
9. Lessee(s) shall not install or maintain in the leased premises any electrical/gas device that produces and can supply heat to the premises, nor any refrigerator, dehumidifier or air conditioner without the express permission in writing first had and obtained from the Lessor, and any such permission, if granted shall be wholly and solely upon the terms specified in such agreement.

Rental units in which Lessor pays electric, any air conditioner, space heater, etc. will cost the Lessee(s) an additional \_\_\_\_\_ (\$ \_\_\_\_\_) dollars per month per person listed on this lease agreement when an air conditioner, space heater, etc. is/are in use.

10. The sidewalks, entryways, passages, vestibules, halls, and stairways are not to be used or obstructed for any other purpose than the egress and ingress to and from the respective rooms and apartments/houses.
11. Animals, birds, or reptiles are not permitted to be kept on the leased premises at any time. Further, should this part of the lease contract be violated in any way, Lessee(s) shall suffer termination of the lease at the discretion of the Lessor. If a pet is allowed, a separate Pet Agreement must be completed and will be made part of this lease as Addendum K.
12. The right to free access is reserved to the Lessor and Lessor's agent and to any other person

thereunto authorized by the Lessor or Lessor's agent, to inspect, repair, or exhibit said premises at all times. Lessor and Lessor's agent will make every possible effort to notify Lessee(s) prior to inspecting, repairing, or exhibiting said premises. Lessor shall keep and maintain duplicate keys to the unit leased herein. Addendum S, Tenant Rules, #32 explains access to the rental unit.

13. Lessor shall not be liable for damage to the Lessee(s) or to any person claiming through Lessee(s) (nor shall rent be abated) for injury to person(s) or damage to or loss of property for any person acting with actual or implied permission of the Lessee(s).
14. It is agreed that if the leased premises are rendered untenable by fire, act of God or other causality, the Lessor shall have the right to elect whether to repair the property. If the Lessor elects to repair the property, Lessor shall do so within a reasonable time, and the lease shall remain in effect. If the Lessor elects not to repair the property, the lease shall be terminated and neither the Lessor nor the Lessee(s) shall be further bounded by this lease. If lease is so terminated, rent will be prorated on a daily basis and Lessee(s) will pay rent only up to the date of the damage.
15. It is agreed that the Lessee(s) will be responsible for keeping said premises in a clean, safe, and tenantable condition; and will be responsible for keeping any sidewalks abutting in said premises clean and free from ice and snow and that Lessee(s) will save harmless the Lessor from any claim for loss or damage occasioned by the condition of the premises or the sidewalks abutting the same.
16. Lessee(s) agree(s) to take all precautions to prevent the water pipes in the dwelling and the plumbing therein from freezing, or being damaged, and shall be responsible for any damage to said plumbing caused by their negligence or the negligence of their guests in taking care of the same. Particular reference is made to obstructions (sanitary napkins, brushes, combs, etc.) in the sewer lines placed therein by the Lessee(s) or Lessee(s) guests. Heat is to be set at no lower than 50 degrees during the months of December, January, February, and March even if no one is physically residing at, in, or on the premises of the property.
17. Lawn and yard maintenance (line out the subparagraph that does not apply).
  - A. Lessor cuts lawn and trims shrubs on a regularly scheduled basis.
  - B. Lessee(s) are responsible for cutting the lawns/grass/yard areas, trimming the shrubs, and maintaining the yard in a neat and orderly condition.
18. Lessee(s) is/are provided a property inspection report form to be completed by the Lessee(s) and returned to the Lessor within five (5) days of the first (1<sup>st</sup>) person picking up the keys to the rental unit. The property inspection report form provides the Lessor a written report by the Lessee(s) of the condition of the rental unit upon occupancy by the Lessee(s). Failure to return the property inspection form implies acceptance of the property in its present condition as of the date the keys were picked up.
19. Refuse, Trash, Solid Waste: This paragraph applies to Lessee(s) regardless of who pays the sanitation fees.
  - A. Lessee(s) Duties. Lessee(s) agree(s) to comply with all present and future laws, ordinances, and regulations of all state, federal, municipal, and local governments regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash.
  - B. Fines and Penalties; Indemnification of Lessor. Lessee(s) shall pay all costs, expenses, fines, penalties, or damages imposed by reason of Lessee(s) failure to comply with paragraph A above and shall indemnify, defend, and hold Lessor harmless from and against any actions, claims, and suits arising from such non compliance.

20. Lessee(s) further covenants and agrees that no time will he/she use or allow to be used the rental unit for any illegal or obnoxious activities, or any activity that may constitute a nuisance, nor will Lessee(s) store within said rental unit or allow to be stored within said rental unit any illegal contraband or the fruits of any illegal activity or activities including, but not limited to, drug or narcotics paraphernalia or any materials or equipment who's sole or primary use would be the manufacture and/or storage of illegal drugs or narcotics, or any stolen property. Lessee(s) further covenants and agrees that he will indemnify and hold harmless the Lessor should any liability, civil or criminal, result from Lessee(s) breach of this covenant of the lease. Lessee(s) have signed and have been provided a copy of the lease addendum for Drug-Free Housing.
21. I/We have personally inspected the above property and accept is as is, in it present condition, and deem it fit and habitable.
22. The undersigned Lessee(s) are all jointly and severally liable for any and all rent and/or other charges incurred under the terms of this lease. Jointly and severally liable means that each person who signs the lease is individually responsible for the entire amount of any unpaid rent, late charges, and other charges incurred under the terms of this lease.
23. It is clearly understood and agreed that the terms and conditions of this Lease are mutually dependent. However, if any term or condition is found to be invalid or unenforceable, the remainder of the terms and conditions shall be valid and enforced to the fullest extent permitted by the law.
24. During the term of this Lease, Lessee(s) is/are encouraged to purchase renter's form homeowners insurance coverage providing for personal liability (bodily injury and property damage) coverage and further coverage to keep Lessee(s) personal property on and in the leased premises insured for the benefit of the Lessee(s). Lessee(s) understands and acknowledges that neither the Lessor nor property owner carries insurance coverage on Lessee(s) personal possessions.
25. Lessee is hereby notified that should they breach any condition or covenant of this Lease agreement, and should they subsequently pay rent after the breach, the acceptance of the rent by the Lessor will not constitute a waiver of the Lessor rights to enforce the lease agreement by evicting lessee(s) for the said breach or taking other remedies such as legal action to enforce this agreement with respect to the breach in question. You are advised that the landlord does not waive a breach of the lease by accepting rent after knowledge of said breach.
26. Addendums: Lessee(s) acknowledge that the following addendums have been received and reviewed and are made a part of the lease and Lessee(s) must comply with the information contained therein. The lease addendums are as follows:

Accident Report Form	Addendum A
Carbon Monoxide Information	“ B
Confrontation Fact Sheet	“ C
Disclaimer of Personal Property Liability	“ D
Furniture/Fixtures Addendum	“ E
Lead-Based Paint Disclosure Form	“ F
Lead in Your Home Pamphlet	“ G
Drug Free Housing	“ H
Mold Information and Prevention	“ I
Move-out Cost Schedule	“ J
Pet Agreement	“ K (if applicable)
Privacy Policy	“ L
Property Inspection Report Form	“ M
Sanitation Affidavit	“ N (if applicable)
Security Guidelines for Residents	“ O

Security Policy	“	P
Service Request Codes	“	Q
Smoke Alarm Addendum	“	R
Tenant Rules	“	S
Tenant Move In/Out List	“	T
Utility Transfer Authorization Form	“	U (if applicable)

27. Lessee(s) pay the following utilities: television (cable/satellite), telephone, Internet,

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Utilities (gas, electric, water/sewer, garbage) **must** be placed in Lessee(s) name on the date the lease starts. Failure to place utilities in Lessee(s) name will result in a \$100.00 per month fee in addition to the actual cost of the utility being assessed to the Lessee(s). Failure to pay the fees and utility costs within 10 days of billing by Lessor will result in either legal action to collect or the fees and utility costs deducted from the security deposit at lease expiration, Lessor sole discretion.

28. If the rental unit is available and permission is given to Lessee(s) to enter into possession prior to the date specified for the start of the lease term, Lessee(s) agree that such occupancy shall be deemed to be under all the terms and conditions of this Lease. Rent shall be apportioned on a daily basis for the period of occupancy prior to the lease start date.
29. Abandonment: If any property belonging to Lessee(s) is/are left in the rental unit or on the premises after Lessee(s) vacate or abandon the rental unit, Lessor may remove or dispose of that property and Lessee(s) waive any claim for damages as a result of Lessor's disposal of it. Any such property shall be considered Lessor's property and title shall vest in Lessor. Lessor shall have the right to re-rent the rental unit after Lessee(s) abandon the same. Lessor in its sole discretion shall have the right to determine those other circumstances under which it considers the rental unit to be abandoned. Lessee(s) agree that such circumstances as evidence of their abandonment of the premises include, but are not limited to, the failure to pay rent or other charges, discontinuance of any utility service, failure to respond to any notices, telephone calls, or correspondence from Lessor, or removal of Lessee(s) personal property from the rental unit. Lessee(s) understands that a Lessee(s) tenancy still exists during the time that the Lessee(s) personal possessions remain in the rental unit after the Lessee(s) household has personally ceased occupancy with the intent to vacate and leave the rental unit, until such time as the personal possessions have been removed voluntarily or by legal means, subject to the provision of the State or local law in such matters.
30. This Lease contains all agreements and undertakings between Lessee(s) and Lessor. There are no verbal or oral agreements, promises, or undertakings of any kind or nature and no verbal or oral agreements hereafter made shall be binding upon either the Lessee(s) or Lessor unless reduced to a written agreement and signed/dated by all parties.
31. Return Check Charge - \$45.00 will be assessed by Lessor for each check returned for non-sufficient funds or otherwise.
32. Laws of West Virginia: This lease agreement and any dispute that may arise from and involve the lease agreement shall be governed by the Laws of the State of West Virginia irregardless of where the legal action may actually be initiated.
33. Lessee(s) acknowledge that in the event that they become seriously ill, missing, are incarcerated, or die, access to the rental unit will not be granted without a court order or affidavit.
34. The Rental Application for this lease and rental unit shall be considered to be an addendum to the lease and made a part here of. If the Lessee(s) shall make, or has made any statement in the Rental Application which is not true, Lessor may, without regard to contrary language in the

lease, at any time during the term of this lease, or renewal of this lease, in addition to all other legal rights permitted by law treat such untrue statements as a default under this lease and/or, give the Lessee(s) not less than seven (7) days written notice ending this lease, or its renewal, and the term of this lease shall end on the date mentioned in said notice. Lessee(s) shall vacate and give up possession of the rental unit to the Lessor.

35. Parking: Being provided an off-street parking space is a privilege not a right. Where Lessor offers parking with a rental unit, Lessee(s) will be provided parking tag(s) which must be displayed in the vehicle at all times while in the properties designated parking area. Vehicles without parking tags will be towed at vehicle owner's expense.

Lessee(s) provided \_\_\_\_\_ off-street parking spaces.

36. Should Lessee(s) file Bankruptcy either voluntarily or involuntarily, regardless of the Chapter, this Lease and all terms, conditions, and covenants, herein, shall, at the option of Lessor, terminate and cease to have legal effect. Should Lessor terminate the Lease as provided for herein, Lessor shall have the right to immediate use, possession, and control of the premises, without the necessity of legal action, and Lessee agrees to immediately vacate the premises removing all of the property owned by Lessee in the process thereof.

37. Lessee(s) are advised that Bel-Cross Properties is acting as the agent for the property owner(s). Bel-Cross Properties does not own the real estate you are leasing but functions only as a property management company.

38.

39.

40.

41.

Lessee(s) \_\_\_\_\_

**CAUTION TO ALL PARTIES: THIS LEASE WHEN SIGNED BY ALL PARTIES IS A BINDING LEGAL OBLIGATION. PLEASE READ EACH PAGE CAREFULLY.**

**I HAVE READ EACH PAGE OF THE LEASE AND UNDERSTAND ALL MY RIGHTS AND OBLIGATIONS UNDER THIS LEASE AND ALL ADDENDUMS THERE TO AND AGREE TO ABIDE BY THEM.**

**IN WITNESS WHEREOF THE PARTIES HERE TO HAVE SIGNED THIS INSTRUMENT THE DAY, MONTH, AND YEAR WRITTEN ON PAGE 1.**

\_\_\_\_\_  
William H. Burton, Jr.  
Broker  
Bel-Cross Properties

➤ \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone

➤ \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone

➤ \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone

➤ \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone





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## ACCIDENT REPORT FORM (Addendum A)

Please report any incident that occurs on, in, or around the building and the property. Also report breaking and entering incidents even though you have reported them to the sheriff or police. Answer all of the questions on this form in full and return it to Bel-Cross Properties immediately following the incident. Use extra sheets of paper if more space is needed.

PROPERTY ADDRESS: \_\_\_\_\_

Person Reporting the Incident: \_\_\_\_\_

Address of Reporting Person: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

1) Date of Incident: \_\_\_\_/\_\_\_\_/\_\_\_\_

2) Time of Incident: \_\_\_\_\_ a.m. / p.m.

3) Location of Incident: Number / Street: \_\_\_\_\_

City / State / Zip code: \_\_\_\_\_

Precise Location (floor / apt. / landing / etc.) \_\_\_\_\_

4) Name, address, phone number of injured party: \_\_\_\_\_

5) Sex, age, and occupation of injured party: \_\_\_\_\_

6) Is the injured party a tenant? (yes / no). If not, what was the injured party doing in the building or on the property at the time of the incident? \_\_\_\_\_

7) Describe the incident as you or any witness observed it: \_\_\_\_\_

8) Describe any injury incurred by the party in question: \_\_\_\_\_

9) Name, address, and phone number of every witness to the incident: \_\_\_\_\_

10) Any other information you deem important: \_\_\_\_\_





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## CARBON MONOXIDE INFORMATION (Addendum B)

Dear Residents(s):

The Code of West Virginia; Article 29-3-16A, relating to carbon monoxide detectors, requires that when servicing the fuel burning heating or cooking source, information on the dangers of carbon monoxide poisoning be provided to you.

Also, the Code requires that we recommend the installation of a CARBON MONOXIDE DETECTOR. You have permission to install a carbon monoxide detector in the apartment/house that you reside and lease from Bel-Cross Properties.

Please see attached EPA pamphlet.

Bel-Cross Properties





# Protect Your Family and Yourself from Carbon Monoxide Poisoning

## Carbon Monoxide Can Be Deadly

You can't see or smell carbon monoxide, but at high levels it can kill a person in minutes. Carbon monoxide (CO) is produced whenever any fuel such as gas, oil, kerosene, wood, or charcoal is burned. If appliances that burn fuel are maintained and used properly, the amount of CO produced is usually not hazardous. However, if appliances are not working properly or are used incorrectly, dangerous levels of CO can result. Hundreds of people die accidentally every year from CO poisoning caused by malfunctioning or improperly used fuel-burning appliances. Even more die from CO produced by idling cars. Fetuses, infants, elderly people, and people with anemia or with a history of heart or respiratory disease can be especially susceptible. Be safe. Practice the DO's and DON'Ts of carbon monoxide.

## CO Poisoning Symptoms

Know the symptoms of CO poisoning. At moderate levels, you or your family can get severe headaches, become dizzy, mentally confused, nauseated, or faint. You can even die if these levels persist for a long time. Low levels can cause shortness of breath, mild nausea, and mild headaches, and may have longer-term effects on your health. Since many of these symptoms are similar to those of the flu, food poisoning, or other illnesses, you may not think that CO poisoning could be the cause.

## Play it Safe

If you experience symptoms that you think could be from CO poisoning:

- ✓ **DO GET FRESH AIR IMMEDIATELY.** Open doors and windows, turn off combustion appliances and *leave the house*.
- ✓ **DO GO TO AN EMERGENCY ROOM** and *tell the physician you suspect CO poisoning*. If CO poisoning has occurred, it can often be diagnosed by a blood test done soon after exposure.
- ✓ **DO** Be prepared to answer the following questions for the doctor:
  - Do your symptoms occur only in the house? Do they disappear or decrease when you leave home and reappear when you return?
  - Is anyone else in your household complaining of similar symptoms? Did everyone's symptoms appear about the same time?
  - Are you using any fuel-burning appliances in the home?
  - Has anyone inspected your appliances lately? Are you certain they are working properly?

## Prevention is the Key to Avoiding Carbon Monoxide Poisoning

- ✓ **DO** have your fuel-burning appliances -- including oil and gas furnaces, gas water heaters, gas ranges and ovens, gas dryers, gas or kerosene space heaters, fireplaces, and wood stoves -- inspected by a trained professional at the beginning of every heating

season. Make certain that the flues and chimneys are connected, in good condition, and not blocked.

- ✓ **DO** choose appliances that vent their fumes to the outside whenever possible, have them properly installed, and maintain them according to manufacturers' instructions.
- ✓ **DO** read and follow all of the instructions that accompany any fuel-burning device. If you cannot avoid using an unvented gas or kerosene space heater, *carefully follow the cautions* that come with the device. Use the proper fuel and keep doors to the rest of the house open. Crack a window to ensure enough air for ventilation and proper fuel-burning.
- ✓ **DO** call EPA's IAQ INFO Clearinghouse (1-800-438-4318) or the [Consumer Product Safety Commission](#) (1-800-638-2772) for more information on how to reduce your risks from CO and other combustion gases and particles.
- ✗ **DON'T** idle the car in a garage -- even if the garage door to the outside is open. Fumes can build up very quickly in the garage and living area of your home.
- ✗ **DON'T** use a gas oven to heat your home, even for a short time.
- ✗ **DON'T ever** use a charcoal grill indoors -- even in a fireplace.
- ✗ **DON'T** sleep in any room with an unvented gas or kerosene space heater.
- ✗ **DON'T** use any gasoline-powered engines (mowers, weed trimmers, snow blowers, chain saws, small engines or generators) in enclosed spaces.
- ✗ **DON'T** ignore symptoms, particularly if more than one person is feeling them. You could lose consciousness and die if you do nothing.

### **A Few Words About CO Detectors**

Carbon Monoxide Detectors are widely available in stores and you may want to consider buying one as a back up -- **BUT NOT AS A REPLACEMENT** for proper use and maintenance of your fuel-burning appliances. However, it is important for you to know that the technology of CO detectors is still developing, that there are several types on the market, and that they are not generally considered to be as reliable as the smoke detectors found in homes today. Some CO detectors have been laboratory-tested, and their performance varied. Some performed well, others failed to alarm even at very high CO levels, and still others alarmed even at very low levels that don't pose any immediate health risk. And unlike a smoke detector, where you can easily confirm the cause of the alarm, CO is invisible and odorless, so it's harder to tell if an alarm is false or a real emergency.

#### **So What's a Consumer to Do?**

First, don't let buying a CO detector lull you into a false sense of security. Preventing CO from becoming a problem in your home is better than relying on an alarm. Follow the checklist of DOs and DON'Ts above.

Second, if you shop for a CO detector, do some research on features and don't select solely on the basis of cost. Non-governmental organizations such as Consumers Union (publisher of *Consumer Reports*), the American Gas Association, and Underwriters Laboratories (UL) can help you make an informed decision. Look for UL certification on any detector you purchase.

Carefully follow manufacturers' instructions for its placement, use, and maintenance.

If the CO detector alarm goes off:

- Make sure it is your CO detector and not your smoke detector.
- Check to see if any member of the household is experiencing symptoms of poisoning.
- If they are, get them out of the house immediately and seek medical attention. Tell the doctor that you suspect CO poisoning.
- If no one is feeling symptoms, ventilate the home with fresh air, turn off all potential sources of CO -- your oil or gas furnace, gas water heater, gas range and oven, gas dryer, gas or kerosene space heater and any vehicle or small engine.
- Have a qualified technician inspect your fuel-burning appliances and chimneys to make sure they are operating correctly and that there is nothing blocking the fumes from being vented out of the house.



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## CONFRONTATION FACT SHEET (Addendum C)

- If approached by an unknown person, ask what he or she wants. If the answer is not satisfactory, start yelling as loudly as possible (one recommended thing to yell are the words "HELP! dial 9-1-1").
- Get in the habit of surveying your home as you approach. If you find any evidence that someone has broken in -- DO NOT ENTER. Go to the nearest telephone and call the police. If you confront the intruder(s), get out of his/her/their way. Never try to get between a burglar and the exit and never try to stop the burglar.
- If a prowler has broken into your apartment while you are inside, retreat and put other doors between yourself and the intruder(s). Try when possible to exit the property.
- If you can't get out, try to signal a neighbor. Throw something through a window – the noise may frighten away the intruder(s).
- If the intruder is armed, do what he or she says. If you have children, be sure that they do what the intruder says.
- Remain calm. Use common sense. The intruder is probably more interested in your property than your life.
- Memorize a description of the intruder. After he or she has left, write it down before calling the police.





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## **DISCLAIMER OF PERSONAL PROPERTY LIABILITY** **(Addendum D)**

BEL-CROSS PROPERTIES and the OWNERS of \_\_\_\_\_, hereby notify all Lessees that we are NOT responsible for the loss of or damage to any personal possessions or property. Such items are NOT covered by the Owners or Bel-Cross Properties insurance policies. Insurance of personal property is solely the lessee's responsibility.

The following are some examples of incidents in which Bel-Cross Properties and/or the Owner's insurance coverage will not extend to the lessee's belongings: This list is not all inclusive of examples not covered by Bel-Cross Properties or Owners insurance.

- Burglary - should your rental unit be burglarized and all or some of your possessions are stolen.
- Water Damage - if a water line breaks in your rental unit or other rental units in the building, ruining your rental unit and your possessions, or just your possessions, Bel-Cross Properties/Owners insurance would cover damages to the building only, but NOT your possessions or personal property.
- Fire - in the instance of fire, again the insurance of Bel-Cross Properties/Owners insurance would only cover the building, NOT your personal property or possessions.

**WITH THIS INFORMATION IN MIND, BEL-CROSS PROPERTIES AND THE OWNERS STRONGLY RECOMMEND YOU PURCHASE A RENTER'S INSURANCE POLICY TO PROVIDE COVERAGE OF YOUR PERSONAL PROPERTY AND POSSESSIONS.**

I have read this statement and acknowledge receipt of this information by my signature below:

LESSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

BY: Bel-Cross Properties

LESSEE: \_\_\_\_\_





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www.belcross.com  
realtors@belcross.com

## FURNITURE AND FIXTURES (Addendum E)

By signing below I/we acknowledge that I/we are leasing unfurnished rental unit, or furnished rental unit.

Furniture, Fixtures, Appliances and Personal Property on leased premises for lessee(s) use:

1. Refrigerator
2. Stove/range
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

DATED: \_\_\_\_\_ day of \_\_\_\_\_

BY: Bel-Cross Properties: \_\_\_\_\_

LESSEES: \_\_\_\_\_

\_\_\_\_\_



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

**Lead Warning Statement**

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

**Lessor's Disclosure**

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

(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)**

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

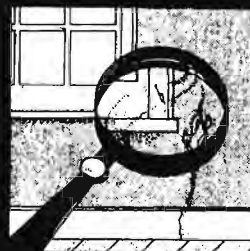
_____	_____	_____	_____
Agent	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

**Recycled/Recyclable**  
 Printed with vegetable oil based inks on recycled paper  
 (minimum 50% postconsumer) process chlorine free.



## Protect Your Family From Lead In Your Home

**EPA** United States Environmental Protection Agency  
 United States Consumer Product Safety Commission  
 United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

**Even children who appear healthy can have dangerous levels of lead in their bodies.**

**People can get lead in their body if they:**

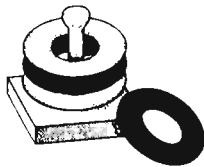
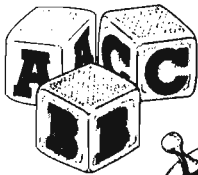
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more 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.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

**In children, lead can cause:**

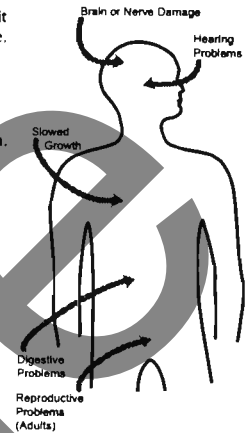
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:**

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects the body in many ways.**

## Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

## Checking Your Family for Lead

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

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** 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 high levels of lead. Blood 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.

## Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  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. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

## Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 **combination risk assessment and inspection** tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

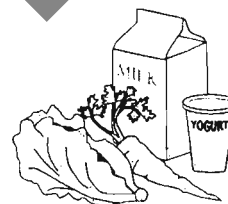
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

If you suspect that your home has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ 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 In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

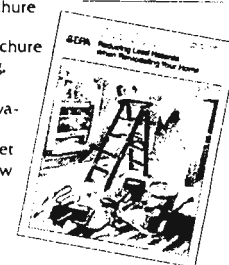
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



## Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

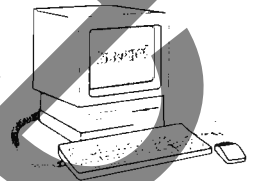


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

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

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (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 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3 (34C33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

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

Regional Lead Contact  
U.S. EPA Region 4  
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 (DT-8)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-0003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

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

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RAL)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

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

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

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

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4104

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

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### Eastern Regional Center

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### Western Regional Center

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### Central Regional Center

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003



# BEL-CROSS PROPERTIES

68 High Street, PO Box 635  
Morgantown, WV 26507-0635

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FAX: (304) 296-4884  
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realtors@belcross.com

## DRUG FREE HOUSING (Addendum H)

In consideration of the execution of a lease of the dwelling unit identified in the lease, Bel-Cross Properties and Resident(s) [Lessee(s)] agree as follows:

- 1) Resident, any member of the Resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined by the federal, state, local, or city governments.
- 2) Resident, any member of the Resident's household, or guest or other person under the Resident's control shall not engage in any activity intended to facilitate criminal activity, including drug-related criminal activity, on or near the property.
- 3) Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 4) Resident or members of the household will not engage in the manufacture, sales, or distribution of illegal drugs at any location, whether on or near the property or otherwise.
- 5) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms in, on or near the property.
- 6) VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- 7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- 8) This Lease addendum is incorporated into the lease executed or renewed this day between Bel-Cross Properties and the Lessee(s).

DATED: \_\_\_\_ day of \_\_\_\_\_

By: Bel-Cross Properties: \_\_\_\_\_

Lessee(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# BEL-CROSS PROPERTIES

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## MOLD INFORMATION AND PREVENTION (Addendum I)

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

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health affects. Nonetheless, appropriate precautions need to be taken.

**Preventing Mold Begins With You.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- (a) Keep your dwelling clean – particularly in the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- (b) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonable possible. Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- (c) Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your dwelling dry out.
- (d) Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

**In Order to Avoid Mold Growth,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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



**If Small Areas of Mold Have Already Occurred on Non-porous Surfaces** (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry and then within 24 hours apply a pre-mixed spray on type household biocide, such as Lysol Disinfectant® (original pine-scented), Tilex Mildew Remover® Or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure you follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over paint without first cleaning and preparing the surface.

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

**Do Not Clean or Apply Biocides to:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with applicable laws.

**Compliance.** Complying with the above will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth.

**If you fail to comply with this lease Addendum, you could be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee



# BEL-CROSS PROPERTIES

68 High Street, PO Box 635  
Morgantown, WV 26507-0635

VOICE: (304) 296-7930  
FAX: (304) 296-4884  
www.belcross.com  
realtors@belcross.com

## MOVE - OUT COST SCHEDULE (Addendum J)

### Cleaning and Repair Changes:

If prior to turning in the key(s) and moving out, you do not clean your apartment/house and you leave it in unsatisfactory condition, the cleaning and repair charges will be deducted from your security deposit. If your security deposit is insufficient to cover the charges, you will be charged what Bel-Cross Properties is charged for cleaning and/or repair services.

The below list is an average price for selected repairs and cleaning. The list is not an all inclusive list. You can and will be charged for cleaning/repairing or replacing items that are not on the list.

### Cleaning:

1 Bedroom	-	\$210.00 with carpets, \$135.00 no carpets
2 Bedroom	-	240.00 with carpets, 155.00 no carpets
3 Bedroom	-	270.00 with carpets, 175.00 no carpets
4 Bedroom	-	320.00 with carpets, 205.00 no carpets
Kitchen	-	\$ 90.00
Bathroom	-	70.00
Bedroom	-	\$ 35.00
Living room	-	50.00

### Repairs (labor & materials):

Painting	\$120.00 per room	Smoke alarms – battery	\$ 30.00 each
Light fixtures	60.00 per fixture	Smoke alarms – electric	60.00 each
Exterior door	195.00 each	Interior door	100.00 each
Patch holes in wall	70.00 per room	Window screens	40.00 each
Door lock (deadbolt)	90.00 each	Remove trash/debris	30.00 per hour
Door lock (entrance)	60.00 each		
Door lock (passage)	40.00 each		

Bel-Cross Properties





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## PRIVACY POLICY (Addendum L)

### **We are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs use of the information which you provide us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

We are committed to keeping the non-public personal information (“NPI”) we collect confidential and secure. We want to let you know how we protect your privacy. Our Privacy Policy applies to potential, current, and former customers.

### **How do we protect your privacy?**

- We restrict access to NPI to our Staff, Owners, Broker, and Independent Contractors who need it for their jobs.
- We require anyone outside the company (non-affiliates) who perform services for us to conform to our privacy standards. We also require them not to use your NPI for any other purpose.
- We verify that any person asking for your NPI is entitled to it before we give it.
- We disclose your NPI only as permitted by law.
- We do not disclose your NPI to others for their own marketing purposes.
- We maintain physical, electronic, and procedural safeguards to protect your NPI.



## Types of Information

Depending upon which of our services you are utilizing, the types of NPI that we collect may include:

- Information received from you on applications, forms, and in other communications to us, whether in writing, in person, by telephone or any other mean;
- Information about your transaction with us, our affiliates, or others;
- Information we receive from a consumer reporting agency; and
- Information that we may receive from others involved with your transaction, such as the real estate agent, lender, appraiser, or home inspector.

By signing below, I acknowledge that Bel-Cross Properties, provided me a copy of its Privacy Policy.

Acknowledge my signature as:

---

---

Date

---

---

Date

---

---

Date

---

---

Date



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## PROPERTY INSPECTION REPORT FORM (Addendum M)

Property inspection for: \_\_\_\_\_

WE, the undersigned lessee(s) of the above-mentioned property have inspected said property and submit the following list of conditions. Please use the condition codes listed at the bottom of the page.

Kitchen:	
Bathroom(s):	
Living Room:	
Dining Room:	
Bedrooms:	do by floor and by left/right, front/back of rental unit as if looking at from main entrance
Misc. Rooms:	

**NOTE:** Inspection to be completed by Lessee(s) and returned within **five (5) days** of the first (1<sup>st</sup>) person picking up keys(s) to the rental unit. Failure to return implies acceptance of the property in its present condition.

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

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

**Condition Codes**

BR - broken	D - dented	SO - soiled	CH - chipped	L - loose	ST - stained
BU- burned	GC - good condition	SP - spotted	CR - cracked	SC - scratched	T - torn





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## **SECURITY GUIDELINES FOR RESIDENTS (Addendum O)**

- Lock all outside doors when you leave. Make sure accessible windows are locked.
- Look through the peephole (preferable) or set the chain latch (less preferable) before opening the door.
- Keep curtains and blinds drawn after dark, but vary this practice.
- Keep lights on when you go out (use timers to conserve energy). A timer can also be used on a radio.
- Securely lock all screens and windows from the inside. Install "charley bars" or pins on patio doors.
- Keep your valuables in a safety deposit box. Never leave cash or jewelry visible.
- Valuables such as television sets, stereos, computers, etc., should be marked with your driver's license or social security number in case of theft.
- Protect your credit cards at all times. Keep a complete list of all cards (along with their loss-reporting numbers) separate from the cards.
- Call the police if you see any suspicious persons loitering.
- If you are going out of town: place deliveries, such as mail and newspapers on hold or arrange for pickup, have a friend check your property when you are away.
- Never leave a note in your door explaining why you are not home.
- Safeguard your keys. Never put any identification on key chains.
- Do NOT use first name on the mailbox or telephone listing. Initials are sufficient.
- Never hold an outside door open for a stranger.
- Make sure delivery people leave the premises promptly.
- Hold you keys ready to unlock you vehicle door, or entrance door when coming home.
- Never leave valuables inside your vehicle where they can be seen.
- Always lock your vehicle when you park -- even if it is for a short time.
- When trouble occurs, first call the police and then call the management company.
- If you arrive home and suspect that someone has been inside your residence; don't go in.
- Do NOT give any information to unknown telephone callers.
- Keep an extra set of keys out of sight and in a safe place (never place a key outside -- most hiding places are obvious to burglars).

### Important Telephone Numbers:

Emergencies/Police	911
City of Morgantown Housing Inspection	284-7401





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## SECURITY POLICY (Addendum P)

By signing below I am acknowledging that I have read and understand the Security Policy of Bel-Cross Properties.

- No Representations:** Lessee(s) acknowledge that neither Bel-Cross Properties nor the property owner(s) have made any representations, written and/or oral, concerning the safety of the community and/or the effectiveness and/or operability of any security devices or security measures, if any, in place.
- No Warranty or Guarantee:** Lessee(s) acknowledge that neither Bel-Cross Properties nor the property owner(s) warrants or guarantees the safety or security of the Lessee(s), Lessee's family, guest(s), invitees, and/or any occupant against the criminal or wrongful acts perpetrated by any third party. Each Lessee(s), Lessee's family, guests, invitees, and/or occupant are solely responsible for protecting their own person and/or property within the laws, ordinances, and regulations of all governmental bodies having jurisdiction there over.
- No Reliance on Security Devices or Measures:** Lessee(s) acknowledge that any and all security devices or measures may fail and/or be thwarted by criminals and/or other persons either by electrical, mechanical, and physical means, or by malfunction and improper usage. Lessee(s) acknowledge that they should take steps and/or measures to protect themselves and their property as these devices and measures do not exist and/or are not applied by Bel-Cross Properties, or the property owner(s). Lessee(s) who use a device or countermeasure must ensure that the said device and/or countermeasure complies with all laws and regulations enforced by the area's legal jurisdiction.

\_\_\_\_\_  
Lessee

\_\_\_\_\_, \_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
BY: Bel-Cross Properties

\_\_\_\_\_  
Lessee





## SERVICE REQUEST CODES (Addendum Q)

These codes are used in assigning work to maintenance firms. The below listed codes are examples and to be used as a guideline only.

**CODE A:** Repairs/deficiencies that affect the health, welfare, and safety of the occupants.

1. Appliance failure/breakdown (range & refrigerator only).
2. Broken or cracked glass in windows or doors.
3. Broken or non-functioning locks or other safety devices on windows/doors.
4. Heating system failure (winter).
5. Hot water tank failure.
6. Broken, leaking, or frozen pipes.
7. Broken, cracked or leaking sewer pipes.
8. Spraying for bugs, termites, and the like and extermination of pests or rodents.

**CODE B:** Repairs/deficiencies that are non-health and safety related.

1. Appliance failure other than range or refrigerator.
2. Hauling trash, garbage, old appliances, and other junk.
3. Replacement of water system parts; i.e. dripping faucets, etc.
4. Cutting lawns, weeds, etc. from around property.
5. Repairs to maintain rental unit in its present condition.

**CODE C:** Preventive/scheduled maintenance.

1. Routine maintenance (furnace checks, air conditioning checks, heating checks, etc.)
2. Planned rental unit improvements.



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## SMOKE ALARM ADDENDUM (Addendum R)

NOTICE: This document places a duty upon the resident(s)/Lessee(s) to regularly test the smoke detector(s)/alarm(s) and report all malfunctions to the Lessor or Lessor's Agent (Bel-Cross Properties) in writing.

The duty placed upon the Lessor or Lessor's Agent is to make sure smoke detectors/alarms are working upon move-in and to replace the smoke detector/alarm if they are defective, malfunction, or fail.

THIS ADDENDUM dated the \_\_\_\_\_ day of \_\_\_\_\_, will become a part of the original lease or rental agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, between Bel-Cross Properties, Lessor or Agent, and \_\_\_\_\_, Lessee/Resident, for the residence located at \_\_\_\_\_

STREET ADDRESS

\_\_\_\_\_, West Virginia

CITY

known as \_\_\_\_\_

NAME OF BLDG. OR PROPERTY

1. **Smoke Detector:** You acknowledge that as of this date, the Residence is equipped with one or more smoke detectors; that You have inspected the smoke detector(s); and that You find it/them to be in the proper working condition.
2. **Repair:** You agree that is your duty to regularly test the smoke detector(s) and agree to notify property manager immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Within two (2) days of receipt of such written notification, management shall repair or replace the smoke detector(s), assuming the availability of labor and materials.
3. **Maintenance:**
  - A. You agree to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable.
  - B. If after replacing the battery, the smoke detector will not operate, you must inform management immediately in writing of any deficiencies.
4. **Replacement:** You agree to reimburse management, upon request, for the cost of a new smoke detector and the installation thereof in the event the existing detector becomes damaged by you or your guests or invitees.



**5. Disclaimer:**

YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S). REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENT OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID SMOKE DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3) THEFT OF THE SMOKE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S).

6. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
7. **Term:** The term of this addendum shall be the same term as lease renewal or extension of rental agreement.
8. **Acknowledgement:** I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to lessor or agent in writing.

DATED: \_\_\_\_\_ day of \_\_\_\_\_

BY: Bel-Cross Properties: \_\_\_\_\_

LESSEES:

\_\_\_\_\_  
\_\_\_\_\_



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## TENANT RULES (Addendum S)

You are either sharing an apartment in a building with other tenants or living in a townhouse/house and have neighbors. Everyone must observe the rules and regulations listed below to make life manageable for all concerned.

“GOLDEN RULE” – “Do unto others as you would have them do unto you,” should be practiced by all.

Please keep in mind that the Tenant Rules and Regulations are considered part of your lease agreement.

1. Do not remove or disable smoke alarms. They are there for your safety and required by law.
2. Do not obstruct, block, or store items in/on sidewalks, passageways, hallways, and stairways.
3. Do not store or place anything within three (3) feet of the furnace, heat source, or hot water tank.
4. No posters, signs, or other hanging items are allowed on the exterior of building or to be displayed in windows.
5. No alterations, additions, or improvements are to be made to, in, or on the property unless approved by Landlord in writing.
6. Keep all radios, stereos, CD players, TV's and other sound emitting devices at a moderate volume level.
7. No candle burning. No open burning. No grills per NFPA 1 Fire Code – 2009 edition, and NFPA 101 Life Safety Code – 2009 edition.
8. No extension cords are to be used. Use power strips for additional outlets.
9. Where vehicle parking is provided for in the lease, a parking tag or tags will be issued. Parking is a privilege not a right. Lost tags will not be replaced.
10. No visitor parking. All parking spaces are for tenants of the building.
11. Vehicles without a parking tag will be towed without notice and at the vehicle owner's expense.

12. No tenant shall keep or permit to be kept any vehicle or truck whose gross volume weight is over one-half (1/2) ton or any unlicensed vehicle, motorcycle, boat, trailer, or any other type motorized vehicle on the leased premises.
13. No one is allowed to be on any building roof at any time, except in case of emergency.
14. No hanging or placing laundry on or upon the exterior of the building or the lawn area.
15. Nothing shall be stored or brought into the building that in any way will increase the fire risk of the building or will place in harms way, obstruct, or interfere wit the rights of other tenants.
16. All garbage is to be placed in suitable bags and then placed in garbage containers.
17. Heat is to be set **NO lower than 50 degrees** during the months of December through March.
18. Air conditioning is to be set NO lower than 65 degrees as setting lower will cause the unit to freeze up and malfunction.
19. No one is allowed to use their residential dwelling for business purposes.
20. No one is allowed to use kerosene heaters, propane heaters, or any non-vented heat source at any time.
21. No outdoor light fixtures are to be removed, replaced, or tampered with.
22. No immoral, improper, offensive, or unlawful use shall be made at or of any unit; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed.
23. Where pets are allowed per the lease, keep the pet under control at all times. Keep the exterior and interior of the property clean of pet waste and hair. Follow all laws, regulations, and ordinances of all governmental bodies having jurisdiction there over.
24. At no time is tenant allowed to alter or install new locks on any entry door or windows. Contact Landlord if there are problems.
25. Tenants are responsible for the full cost (labor and materials) to replace the lock and keys on their rental unit and mailbox, if applicable, when tenant's keys are lost, stolen, or not returned when the lease terminates.
26. Tenant locking themselves out of their rental unit will be handled as follows:
  - A. No charge if keys picked up at office during scheduled office hours: Monday – Friday, 8:30 AM to 5:30 PM and Saturday, 9:00 AM to 2:00 PM.
  - B. \$25.00 charge if keys picked up at office when office is closed.
  - C. Landlord has to go to the rental unit to allow tenant access – 1<sup>st</sup> lock out – no charge, 2<sup>nd</sup> and subsequent lockouts - \$50.00 per lockout.
27. At no time are tenants permitted to have a gathering/party either inside the rental unit or any where outside the rental unit. Outside includes porches, decks, balconies, walkways, stairways,

sidewalks, lawn areas, roof, and parking lots. The NFPA 101 – Fire Code, 2009 edition, on residential occupant load is not more than 1(one) person per 200 square feet of gross floor area. This figure is used to determine the number of people who can safely be inside the rental unit. **TENANTS ARE NOT PERMITTED TO HAVE A KEG ON THE PROPERTY AT ANY TIME.**

28. All tenants are to keep a household plunger on hand in each bathroom to be used for sewer stoppages. Tenant will be financially responsible for all service calls for stopped up toilets and sinks or any other service call related to tenants improper use of said premises. NO feminine products are to be flushed down the toilets. All charges shall be payable upon demand following completion of the work and a bill submitted to tenants.

29. Tenant agrees that they are to keep their apartment/townhouse/house clean and free of trash/debris at all times. If the rental unit is found by the Landlord to be extremely dirty or in an unsanitary condition, Landlord will take pictures to document the condition and will give the tenant(s) a written notice to clean and remove all trash/debris. If the tenant does not comply, Landlord will have the rental unit cleaned and will bill the tenant 1 ½ times the cost of having the work completed.

30. Only tenants who have signed the lease agreement may reside in the rental unit. Any guest visiting for more than 24 days during the lease period will be considered a wrongful tenant. Per the lease, Landlord can assess an additional monthly charge. This charge will be assessed for the entire lease period. Local laws, regulations, and ordinances must be followed and will be enforced by the appropriated governmental body having jurisdiction.

31. Tenant is responsible for any and all light bulb replacement and smoke alarm batteries after picking up the keys to the rental unit.

32. Tenant acknowledges that Landlord, Landlord's agent, and to any other person authorized by Landlord has access to the rental unit at all times; however, Landlord agrees to enter rental unit only for the purpose of:

- A. Making necessary repairs/improvements, including routine and prevent active maintenance.
- B. In cold weather to ensure heat is turned on.
- C. To examine the condition of the rental unit, or to conduct required inspections by governmental bodies having jurisdiction.
- D. Showing the rental unit to prospective tenants, purchasers, mortgagees, insurance company inspectors, or property owner.
- E. To distribute notices to tenants.
- F. Landlord will enter without notice when an emergency is reasonably believed to exist or when there is suspicion of lease violations.
- G. Landlord will make every effort to notify tenant by telephone and/or email prior to entering, but will enter without notice in response to tenants request.

33. Landlord has the right to assess a charge in an amount to be determined by the Landlord, to all tenants of a rental unit to compensate for property damage or for excessive grounds or building maintenance or clean up of the premises. Landlord will provide tenant with an itemization of all charges.



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## TENANT MOVING IN/OUT LIST (Addendum T)

### Moving in

1. Notify the post office of your address and the date you are moving in.
2. Notify the following businesses, *if they apply*.

a) Allegheny Power (electric)	800-255-3443
b) Dominion Hope (gas)	296-3481
c) Utility Board (water/sewer)	292-8443
d) Telephone Company (Frontier)	800-921-8101
e) Cable Company (Comcast)	800-266-2278
f) Sanitation Companies (garbage)	
City of Morgantown (allied waste service)	366-8900
City of Westover (water/sewer/garbage)	292-8443
Suburban Sanitation	296-8214
Town of Star City (water/sewer/garbage)	599-3407
3. Make a list of any damages in your rental unit on your **inspection report** and mail to Bel-Cross Properties within **five (5) days** of the first (1<sup>st</sup>) person picking up the keys to the rental unit.
4. Advise Bel-Cross Properties in writing during your leasing period of any maintenance items except emergencies. Emergency repairs are to be called to 296-7930.

### Moving out

1. Notify the post office of your change of address.
2. Notify the utility companies, cable company, and sanitation company of your departure and provide them a forwarding address
3. The following items are to receive careful inspection: refrigerator, range/oven, windows on the inside, floors, carpets, walls, and bathrooms. Do not forget to clean under and behind the range and refrigerator, and between the cabinets and the range and refrigerator.
4. Cabinets, closets, and drawers should be emptied. Bathrooms must be cleaned and the floors washed. Clean the bathtub, sink, and commode. Wash all windows, linoleum/vinyl floors and clean the carpet. With a carpet cleaning machine or have a professional cleaning service clean the carpets and provide the receipt to Bel-Cross Properties.
5. Notify Bel-Cross Properties of the exact date and time of your departure. Provide a forwarding address to Bel-Cross Properties so prompt remittance of your security deposit can be made. Return all keys to the office at 68 High Street, Morgantown, WV 26505.

**NOTE:** Your security deposit is not considered as payment of your final month's rent. However, your deposit is refundable to you in full if you leave your rental unit clean enough for the next tenant(s) to move in and there is no unusual damage due to negligence and all keys have been returned.





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## UTILITY TRANSFER AUTHORIZATION FORM (Addendum U)

I/We the undersigned have leased \_\_\_\_\_,  
effective \_\_\_\_\_, \_\_\_\_\_ and agree to assume responsibility for the placement of the below  
listed utilities in my/our name(s) and agree to be responsible for the payment of the same utilities.

I/We authorize Bel-Cross Properties to fax or mail this form to the respective utilities for  
which I/we are responsible for under the terms and conditions of the lease dated \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_

Tenant #1

Tenant #2

Tenant Signature:

\_\_\_\_\_

Tenant Name (Printed):

\_\_\_\_\_

SSN:

\_\_\_\_\_

Drivers License #:

\_\_\_\_\_

Home Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenant #3

Tenant #4

Tenant Signature:

\_\_\_\_\_

Tenant Name (Printed):

\_\_\_\_\_

SSN:

\_\_\_\_\_

Drivers License #:

\_\_\_\_\_

Home Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





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## TENANT HISTORY REQUEST

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_  
LANDLORD'S PHONE#: \_\_\_\_\_ FAX#: \_\_\_\_\_

### Landlord to Complete

We are writing for a verification of residency on the above named individual.

1. # of person on lease: \_\_\_\_\_ Monthly rental amount: \_\_\_\_\_ Utilities included: \_\_\_\_\_
2. Date lease began: \_\_\_\_\_ Date lease expires: \_\_\_\_\_ Evicted, if so when: \_\_\_\_\_
3. Is the tenant current on his/her rent? \_\_\_\_\_ If not, how late/times late? \_\_\_\_\_/\_\_\_\_\_
4. Have there been any complaints of noise? \_\_\_\_\_ Any beer keg violations? \_\_\_\_\_
5. Has there been any pets found on the premises? \_\_\_\_\_
6. Has this tenant been responsible for any property damage? \_\_\_\_\_ If yes, please explain:

\_\_\_\_\_

7. Have there been any lease violations? \_\_\_\_\_ If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

8. Has this tenant kept the premises clean? \_\_\_\_\_ Would you rent to this tenant again? \_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*I hereby grant permission for release of information from credit agencies, banks and present and prior landlords which is necessary to process the lease.*

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax to Bel-Cross Properties. Thank you.

Bel-Cross Properties  
68 High Street  
Morgantown, WV 26505

PHONE: (304) 296-7930  
FAX: (304) 296-4884