Fill online

North Dakota Residential Lease Agreement

1. Parties and rental home

Landlord / owner name

Landlord phone

Landlord email (optional)

Tenant 1 full name

Tenant 1 phone

Tenant 1 email

Tenant 2 full name

Tenant 2 phone

Tenant 2 email

Tenant 3 full name

Tenant 3 phone

Tenant 3 email

Rental address, unit, city, state and ZIP

Other authorized occupants

Landlord rents the identified North Dakota residence to the named tenants for private residential use by the listed household. Record any agreed occupancy limit subject to fair housing and other protected rights. Assignment or subletting requires prior written consent unless law provides otherwise; approval of one transaction does not approve later transactions.

Tenant initials: 1 _____ 2 _____ 3 _____

2. Lease term

Start date

End date

The tenancy begins on the stated date and continues for the selected fixed term period. No automatic fixed-term renewal is created by this form. Holding over with acceptance of rent is subject to North Dakota renewal law. Periodic termination and changes require applicable written notice, including protected early termination rights; no clause waives military, domestic-violence, death or other statutory termination rights.

3. Rent and payment

Monthly rent ($)

Day due each month

Payment method and delivery instructions

Returned-payment terms

Pay the stated monthly installments by the agreed due date and method. The fixed-term total and any daily prorated initial period are identified separately. Credit prepaid rent to its stated period without duplicate collection. Any late fee must be expressly agreed, with its amount and trigger identified, and remain lawful and reasonable. No fee is charged merely for accepting cash, a check or a money order.

4. Security and move-in payment

Refundable security ($)

Refundable ordinary-pet security ($)

First rental payment ($)

Prorated period, if applicable

Total initial payments ($)

Move-in payment due date

Add first rent, general and permitted pet security, separate parking and other prepaid rent once. The move-in deadline governs these stated amounts. Signing does not acknowledge payment.

Tenant initials: 1 _____ 2 _____ 3 _____

This ordinary-rental form limits general refundable security to one month's rent. A separate ordinary-pet deposit is identified separately and subject to its own statutory ceiling; no such deposit applies to protected assistance animals. Landlord holds security in the required insured interest-bearing account, accounts for lawful deductions and returns the balance within 30 days after termination and delivery of possession, subject to special statutory timing. Interest is payable as required; the occupancy-under-nine-months exception does not waive other obligations. No automatic forfeiture applies. Tenant cannot simply substitute security for unpaid rent.

5. Utilities, services and appliances

Electricity: responsible party	Amount, split or other terms
Gas: responsible party	Amount, split or other terms
Water: responsible party	Amount, split or other terms
Sewer: responsible party	Amount, split or other terms
Trash: responsible party	Amount, split or other terms
Internet: responsible party	Amount, split or other terms
Parking: responsible party	Amount, split or other terms

Included appliances, services and storage

Landlord pays for the utilities and services assigned to Landlord in the completed schedule; Tenant pays for those assigned to Tenant. Identify all supplied appliances, furniture, storage and parking. Landlord retains applicable service and maintenance obligations regardless of allocation of utility bills.

Tenant initials: 1 _____ 2 _____ 3 _____

6. Care and maintenance

Maintenance contact and reporting instructions

Tenant keeps the premises clean and sanitary, uses facilities with ordinary care and reports defects promptly. At surrender, return the premises in the condition received, normal wear excepted, with responsibility for proven Tenant-caused damage. Landlord remains responsible for required repairs to the building and supplied facilities and appliances; an appliance's failure does not eliminate statutory repair duties. Landlord supplies fresh smoke-alarm batteries at move-in; Tenant replaces accessible batteries as needed subject to law. Perform the agreed monthly visual check of supplied fire extinguishers and promptly report problems without attempting unsafe servicing.

Written consent is required for alterations except protected changes authorized by law. The selected lawn-care party handles ordinary mowing, watering during drought, weeding and pruning within safe agreed limits; required owner duties are preserved. A furnished-unit inventory is incorporated and signed by Tenant. Waterbeds are not permitted unless an expressly agreed lawful amendment provides otherwise.

7. Access

Landlord's access follows North Dakota law, including notice, consent and a stated time for ordinary entries where practicable. Inspections, repairs, services and showings occur reasonably and without harassment. Emergency, reasonable abandonment belief and other statutory exceptions remain available; this clause does not authorize unrestricted entry or a lockout.

8. Animals, smoking and community rules

Pet terms; assistance-animal rights remain protected

Ordinary animals require written approval and identified terms. Tenant is responsible for proven animal damage to the extent legally attributable to Tenant. Assistance animals and reasonable accommodations retain their protections. Refundable pet security is clearly distinguished from rent; no disguised nonrefundable security or prohibited assistance-animal charge is authorized.

Areas where smoking is allowed or prohibited

Community rules incorporated into the lease

Tenant initials: 1 _____ 2 _____ 3 _____

Tenant and guests must avoid waste, nuisance, unlawful use and unreasonable noise, and comply with applicable noise ordinances and supplied lawful community rules. Compliance duties are allocated as law requires; Tenant does not assume every duty imposed on Landlord merely by signing this lease.

9. Default, damage and move-out

Nonpayment, breach or abandonment must be addressed through applicable notice and judicial procedures. Landlord must mitigate recoverable losses. Belongings left behind are handled under applicable law, not automatically discarded. The move-in condition statement records actual conditions; possession does not waive defects or habitability rights. Failure to deliver possession remains subject to Tenant's lawful rent, refund and other remedies. No blanket exclusion excuses Landlord's negligence or required repairs.

10. Management and property disclosures

Authorized manager name

Manager mailing address

Owner / agent for service and notices

Address for service and notices

Use the party notice addresses stated in the agreement and the service method and timing required for the particular notice. Promptly communicate address changes in writing. The parties retain statutory rights and remedies; any additional notice agreement must be lawful and any required separate initials must be obtained.

Construction year

North Dakota property details

Complete the applicable property information below. Lead questions apply to covered housing built before 1978. Late-charge, pet-rent, email, lead and other-document details apply only when their corresponding choices are selected. Total term rent applies only to fixed-term leases. Identify separate documents given directly to each tenant; no upload is needed.

Tenant initials: 1 _____ 2 _____ 3 _____

Property

City or community

North Dakota county

Rental type
House | Duplex | Condominium | Apartment | Special, transient or excluded housing

Choose an answer

Contacts

Management contact phone

Provide an email contact for management
No | Yes

Choose an answer

Management email

Payments

Agreed late charge
No late fee | Flat fee only | Initial fee plus capped daily charges

Choose an answer

Initial late charge in dollars

Agreed grace period in days

Tenant initials: 1 _____ 2 _____ 3 _____

Charge for each subsequent unpaid day

Maximum total late charge for one installment

Charge monthly rent for an approved ordinary pet
No | Yes

Choose an answer

Ordinary-pet rent included in total monthly rent

Property disclosures

Move-in inventory and inspection arrangements

Unresolved unsafe condition or occupancy prohibition
No | Yes

Choose an answer

Known lead paint or hazards
None known | Known information

Choose an answer

Known lead information

Available lead reports or records
No | Yes

Choose an answer

Tenant initials: 1 _____ 2 _____ 3 _____

Reports supplied to each tenant

Agent acting for landlord
No | Yes

Choose an answer

Additional local or property-specific documents
No | Yes

Choose an answer

Identify additional documents supplied

Total rent for the fixed term

Tenant notice address

Separate parking payment due at move-in

Nonrefundable pet fee at signing (not supported; enter zero)

Other prepaid rent due at move-in

Periods covered by separate advance rent

Tenant initials: 1 _____ 2 _____ 3 _____

Keys, access devices, parking and move-in inspection

Early termination, sale, guest and waterbed terms

Approved ordinary pets (excluding assistance animals)

Yes | No

Choose an answer

Agreed current condition of the premises and facilities

Party responsible for ordinary lawn care

Landlord | Tenant | No lawn or grounds assigned

Choose an answer

Furnished unit

Yes, signed inventory supplied | No

Choose an answer

Identify signed furnished inventory

Incorporated addenda and document index

The completed condition statement in this agreement describes the premises and facilities when this agreement is made. By signing this agreement, Landlord and each Tenant agree to that

Tenant initials: 1 _____ 2 _____ 3 _____

statement without waiving concealed defects or statutory rights. Identify and supply any separately signed furnished inventory, covered pre-1978 lead materials and other applicable property or local documents. Separate documents are retained with the lease and are not represented as embedded in the PDF unless actually included.

Give each applicable separate disclosure before signing. Record existing conditions and keep a copy of the move-in inspection.

Lead-based paint disclosure — covered pre-1978 housing

☐ Applies to this tenancy ☐ Not applicable after review

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.

For covered housing, each Lessee acknowledges receipt of the lead information and listed records above and the EPA pamphlet Protect Your Family From Lead in Your Home. Each Lessor and Lessee certifies that their statements are accurate to the best of their knowledge by their signature and date at the end of this agreement. Any involved agent supplies a signed acknowledgment of informing Lessor of the obligations under 42 U.S.C. 4852d and the agent’s duty to ensure compliance. Lessor and any agent retain the completed signed disclosure or lease for at least three years from commencement of the leasing period.

11. Additional agreed terms

Additional terms; attach a continuation if needed

Tenant initials: 1 _____ 2 _____ 3 _____

12. Entire agreement and signatures

North Dakota law governs. This agreement and identified attachments state the parties' agreement and bind lawful successors and representatives. Waivers and changes must be expressed in a written amendment signed by the parties; waiver of one breach does not waive others. Unenforceable language is limited by law. Renter's insurance is recommended for Tenant's property; it does not excuse Landlord's negligence or protected obligations. Special regulated or subsidized housing requires appropriate forms and riders. Give every party a copy of the completed signed agreement.

Landlord / Owner

Printed name

Date signed

Full signature

Tenant 1

Printed name

Date signed

Full signature

Tenant 2

Printed name

Date signed

Full signature

Tenant 3

Printed name

Date signed

Full signature

Prepare your North Dakota lease

Choose the agreement

Use this form for an ordinary residential house, duplex, apartment or rented condominium in North Dakota. Manufactured-home parks, institutional or subsidized housing, rent-to-own, agricultural and other special arrangements need separate review. Local building, licensing and safety requirements still apply.

Fixed term or month-to-month

Fixed term uses start and end dates. The 6-month, 1-year and 2-year buttons are date shortcuts, not legal minimums. Month-to-month starts on an agreed date without a fixed end date. Paying monthly does not turn a fixed-term lease into a monthly tenancy. This form does not create an automatic new fixed term.

Inspect and describe the current condition

At the time the rental agreement is made, the landlord must provide a statement describing the condition of the facilities and premises. Both landlord and tenant agree to and sign it. Inspect before signing, list existing defects, and complete the current-condition statement in this agreement. Signing the lease also signs that statement; a promise to inspect later is not the completed statement. Keep photographs and the agreed record.

Gather the other details

Have names, rental address, construction year, payment instructions, deposits, utilities, contacts and applicable documents ready. A company representative must have authority and clearly identify the party and capacity. The fixed-term rent total is the agreed rent over the term, including any documented partial periods or concessions; check it when dates or monthly rent change.

Use the packet

The blank agreement has three tenant signature blocks. More signers need an identified signed continuation or the online form, which supports six tenants. PDF bookmarks separate the agreement, this optional guide and the EPA pamphlet so you can print only the needed parts.

N.D.C.C. 47-16-05, 06, 06.1 and 07.2.

North Dakota Century Code: https://ndlegis.gov/cencode/t47c16.pdf

Rent, security and move-in payments

Two different payment dates

Rent due day repeats each month. Move-in payment due date is the agreed deadline for first rent and the stated move-in amounts. It is separate from the signing date. Total due at move-in adds first rent, general security, any permitted ordinary-pet security, separate parking and other identified prepaid rent once each.

General security

Security is regulated however it is named. The ordinary form limits general security to one month of rent. The statute has specific higher-limit exceptions for qualifying personal history; this form does not offer those exceptions or make screening decisions. Do not disguise security as an advance or fee.

Ordinary-pet security and assistance animals

A separate ordinary-pet security deposit cannot exceed the greater of $2,500 or two months of rent. Assistance or companion animals required as a disability accommodation are not charged pet security or pet rent. This form offers refundable ordinary-pet security, not nonrefundable pet fees; that is a form limitation, not a statement that every possible fee is prohibited.

Hold, account and return

Hold security in a federally insured interest-bearing savings or checking account for the tenant. On ordinary termination and delivery of possession, deliver or mail the itemization, required written statement and amount due within 30 days to the last address supplied. Deductions require a lawful basis; normal wear is excluded. Interest need not be paid when occupancy was less than nine months, but the account requirement still applies. Wrongful withholding can produce treble damages. Protected-termination timing can differ.

Other charges and prepaid rent

State an agreed late fee and its trigger; do not invent a default charge. No fee may be charged merely for accepting cash, a check or a money order. A dishonored payment is a separate issue. Identify the periods covered by other prepaid rent and do not collect first rent twice. A parking payment must describe a real agreed parking charge, not hidden security.

N.D.C.C. 47-16-07.1, 17.1 and 20.1.

North Dakota Century Code: https://ndlegis.gov/cencode/t47c16.pdf

Tenant information: https://attorneygeneral.nd.gov/consumer-resources/tenant-rights/

Documents and the condition statement

Give the condition statement with the agreement

The completed statement is evidence of initial condition under 47-16-07.2. Landlord and every signing tenant should check it before signing. Taking possession is not a blanket waiver of hidden defects or habitability rights. Separately signed inventories and photographs should identify this property and tenancy.

Furnished homes

The supplied form requires an identified inventory signed by the tenant for furnished housing. Give it directly before signing and keep it with the lease. This is a contractual inventory requirement in addition to the statutory current-condition statement for the premises.

Homes built before 1978

For covered housing, give the lead warning, known information, all available applicable reports and the approved EPA pamphlet before the tenant signs. Complete the knowledge and report answers accurately. Each party signs and dates the required acknowledgment; an involved agent supplies its required certification. Retain the signed lead disclosure for at least three years from the start of the tenancy.

Do not guess an exemption

Federal exceptions are specific: certain zero-bedroom, certified lead-free, qualifying short-term and elderly/disability housing may be excluded, with child-related limits. Unknown age is not an exemption. Review the actual situation before choosing an exception.

Identify what was actually supplied

Typing a report title does not attach or deliver it. Give applicable separate documents directly to every tenant and identify them in the agreement. The online reference-download button alone does not prove receipt. If a required document is missing, obtain it before signing.

N.D.C.C. 47-16-07.2.

North Dakota Century Code: https://ndlegis.gov/cencode/t47c16.pdf

Lead requirements: https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards

Care, entry and protected housing rights

Landlord and tenant duties

Landlords must meet applicable health and safety codes, make required repairs and maintain supplied systems, appliances and common areas. Tenants must keep their areas clean and safe, use facilities reasonably and avoid damage and unreasonable disturbance. Agreements to transfer particular work have statutory conditions; a utilities or lawn-care selection does not waive required owner duties.

Report a repair and allow time

Give the landlord clear notice and a reasonable opportunity to remedy a problem. Keep a written record and arrange reasonable access. Section 47-16-13 provides repair, deduction, recovery and vacating remedies in qualifying circumstances after notice and failure to act within a reasonable time. It is not permission to stop all rent immediately or perform any repair without following the applicable conditions.

Ordinary entry

Ordinary inspections, repairs, services and showings must be reasonable. Unless impractical, the landlord first notifies the tenant and obtains consent for a certain time; consent cannot be unreasonably withheld. Failure to object after actual notice of entry at a certain time can establish presumed consent. Emergency, reasonably believed abandonment and substantial lease-violation exceptions have their own conditions. Entry must not be used to harass. There is no invented universal 24-hour rule in this form.

Fair housing and animals

Protected housing rights and reasonable accommodations still apply. Ordinary pet approval and charges do not govern assistance animals. Do not demand disability documentation when the disability or related need is already apparent or known. Actual damage remains subject to the usual lawful rules.

Separate contract choices

Fresh smoke-alarm batteries at move-in, safe monthly visual extinguisher checks, the selected ordinary lawn care and a waterbed restriction come from the supplied contract choices. They are not presented as universal statutory duties, and do not replace building, fire or other applicable safety requirements.

N.D.C.C. 47-16-07.3, 07.5, 08 through 13.7; 14-02.5-02 and 06.

North Dakota Century Code: https://ndlegis.gov/cencode/t47c16.pdf

Housing discrimination: https://ndlegis.gov/cencode/t14c02-5.pdf

Notices, moving out and protected endings

Monthly notices and renewal

For an agreed month-to-month tenancy, the default is at least one calendar month of written notice at any time, unless a lawful written agreement changes it. A calendar month is not automatically 30 days. A fixed lease that converts under 47-16-06 or 06.1 instead ends on the last day of a month with at least one calendar month notice. Longer tenant-notice clauses can require initials directly beside that clause; use separately reviewed wording rather than assuming ordinary page initials satisfy it.

Changing monthly terms

A monthly change under 47-16-07 needs written notice at least 30 days before the end of the month and takes effect at that month end if the tenant continues. The tenant can respond with at least 25 days notice to end at month end. Do not apply that provision as a unilateral right to change a fixed-term lease. An automatic fixed-term renewal clause has its own 30-day reminder rule; the default form does not add such a clause.

Possession and belongings

Use the actual ground, required notice and court process. The three-day written intention-to-evict rule in 47-32-02 applies to specified grounds; it is not a self-executing removal order. Do not lock out a tenant or cut off utilities. Property worth no more than $2,500 left after the tenant vacates can come under a 28-day disposal rule with specific triggers; do not apply it automatically to more valuable property or assume every absence is abandonment.

Domestic abuse and death

Qualifying domestic-abuse termination requires advance written notice, court-record information and statutory delivery. Confidentiality applies: do not place protected details in this shared lease. Liability can include the full termination month plus another month amount, subject to mitigation, and deposit timing differs for remaining co-tenants. Remaining tenants stay bound. A surviving tenant or estate has a separate death-termination option under 47-16-18. Review those facts carefully.

Military, sale and foreclosure

Qualifying SCRA military orders and written notice can end a lease without an early-termination penalty; monthly-payment leases generally end 30 days after the next rent due date. A sale does not by itself erase lease rights; security and interest transfer obligations apply. Bona fide tenants after foreclosure generally receive at least 90 days notice and may retain their lease term, subject to the owner-occupant exception and other protections. These cases need their own facts and documents.

N.D.C.C. 47-16-06 through 07.1, 15, 17.1, 18, 30.1; ch. 47-32.

North Dakota Century Code: https://ndlegis.gov/cencode/t47c16.pdf

Military: https://www.justice.gov/servicemembers/know-your-rights-ending-residential-leases-early-servicemember

Foreclosure: https://uscode.house.gov/us/usc/t12/s5220/

Sign, share and keep your records

Prepare, landlord signs, tenant signs, download

Start filling guides the entries. Missing-item messages open the exact field; Continue filling resumes work. In Review, compare names, dates, agreed rent totals and move-in amounts. The landlord signs there, then the tenant section appears.

Choose electronic or paper records

Electronic signing is optional. Each signer reads the transaction-only notice, opens the PDF access check, enters its code and confirms the ability to read and keep PDF records. This choice does not authorize electronic service of future legal notices. Under this workflow there is no copy or withdrawal fee; that is the stated product/contract promise.

Withdraw or resume deliberately

Choose paper / withdraw pauses further electronic signing for that signer. Arrange paper copies or signing with the landlord using the listed contact details. Reaccepting electronic records needs a new access check. Withdrawal does not erase valid signatures, cancel the lease or edit locked terms. Tell the landlord when contact details change.

Hand off without losing the agreement

Use Sign on this device or share each tenant's own private link and PIN. Choose email offers webmail, the default app and Copy message. Review and send the invitation yourself. Text is another option. Back to signing status returns to the agreement. Native apps depend on device settings.

Initial, press Done and finish signing

Each tenant reads the required pages, draws their initials and presses Done. Saved initials update the landlord status; a waiting animation is not proof that somebody is reading. Continue signing resumes missing initials. Initials alone do not complete the lease: each required person must finish the full signature. After the last signature both sides download the same completed PDF.

Keep your own copies

Save the final PDF, consent notice, condition statement and separately supplied documents before deleting online access. Do not rely on the website as permanent storage. This guide is general information for ordinary residential use; it does not certify a property, local permit, housing program or custom clause.

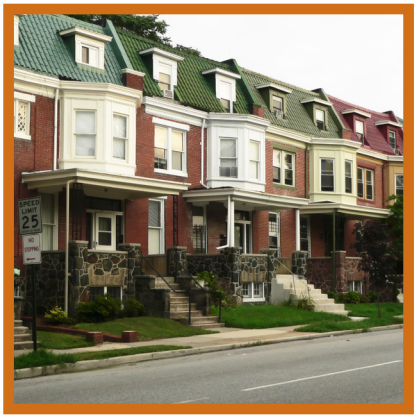
N.D.C.C. 9-16-04 through 09 and 11; 47-16-07.2.

Electronic transactions: https://ndlegis.gov/cencode/t09c16.pdf

Federal electronic records: https://uscode.house.gov/us/usc/t15/s7001/







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.



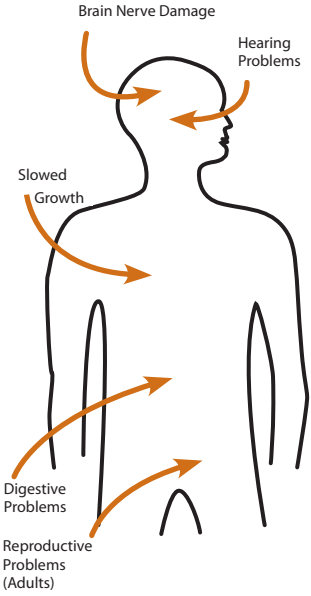
Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.



In children, exposure to lead can cause:

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

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

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

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory



- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 40 µg/ft^2 for interior window sills
- 100 µg/ft^2 for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

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

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East-West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

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U.S. EPA
U.S. CPSC
U.S. HUD

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IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).