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K.C. HOME IMPROVEMENT COMPANY OF DC, LLC

12100 BALTIMORE AVE SUITE #1, BELTSVILLE, MD 20705-1399 301-957-7000
DC BBL #67005187

This **RESIDENTIAL WINDOW/DOOR REPLACEMENT/INSTALLATION AGREEMENT** (the "Agreement") is made on 9/30/2020 between K.C. Home Improvement Company of DC, LLC. (herein sometimes called "Contractor") and

"CUSTOMER(S)" (b) (6)(b) (6)		
A (b) (6)(b) (6)(b) (6)		
C		
T (b) (6)(b) (6)		
EMAIL ADDRESS (b) (6)(b) (6)(b) (6)(b) (6)	DATE PROPERTY BUILT 1940	
PROPERTY ADDRESS (if different) same		
CITY same	STATE same	ZIP same

In consideration of the mutual promises herein, Contractor and Customer(s) agree as follows: Contractor will perform the work and Customer(s) will pay Contractor as set forth in this Agreement. The following documents are part of this Agreement: Attachment 1 (Product / Service Specification); Attachment 2 (Standard Scope of Work); Attachment 3 (Terms and Conditions), Attachment 4 (Notices of Cancellation), Attachment 5 (Warranty) and Attachment 6 (EPA Form). Customer(s) hereby acknowledges that he/she has received these Attachments and agrees and acknowledges that these documents are part of this Agreement. Customer(s) acknowledges that Attachments 1, 2, 3, 4, 5 and 6 may not be modified orally or in writing (unless by authorized representative of the Contractor at the Contractor's home office) and any changes written on the face of these documents shall be of no effect and shall not be binding on Contractor.

NEED DATE/Approximate Start Date: 6-8 weeks	Approximate Completion Date: 6-8 weeks
Note: Work will not begin until Deposit and Delivery Payment are received	Total Contract Price: (b) (6)(b) (6)
	PAYMENT SCHEDULE
Note: Full and final payment is due upon substantial completion (An allowance not to exceed 5% of final payment [as noted in Payment Schedule] may be withheld in the event of missing accessories. Any monies withheld are due and payable immediately upon delivery and/or installation of noted missing accessories.)	Deposit Amount: (due when Contract signed) (b) (6)
	Deposit Check Number: n/a
	Delivery Payment: (due on the first day of work/delivery) $ (b) (6)
	Final Payment: (due at substantial completion) $

Names(s) on Loan: n/a	Term length and plan # n/a	Customer Account # n/a	Finance Amt: n/a

(b) (6)(b) (6)	67005187	(b) (6)	9/30/2020
Sales Representative Signature	License #	Customer(s) Signature	Date

Contractor's Signature

BUYER'S RIGHT TO CANCEL: IF THIS AGREEMENT WAS SOLICITED AT A RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

Ref # 717UKTL2Y

Customer Initi (b) (6)

ATTACHMENT 1: (PRODUCT / SERVICE SPECIFICATIONS)

Copy Emailed
to customer

Ref # 717UKTL2Y Customer Initi (b) (6)

ATTACHMENT 2: (STANDARD SCOPE OF WORK)

1. Standard Scope of Work:

- Set-up fees: Delivery, pre-check, set-up / breakdown (nightly), haul away construction related debris.
- **Full tear out**: Remove existing units including frames and trim. Prepare openings to accept new special-sized (standard) units. Install new units plumb, level, square. Shim, insulate and caulk. Trim interior with clear pine unless otherwise noted. Cap exterior with matching aluminum. Haul away all construction related debris.
- x **Pocket Replacement**: Remove existing sashes and storms where present. Prepare openings to accept new special-sized units. Install new bay units plumb, level, square. Shim, insulate and caulk. Interior trim remains. Cap exterior with matching aluminum.
- **Bay Window Scope**: Remove existing units including frames and trim. Prepare openings to accept new special-sized units. Install new units plumb, level, square. Shim, insulate and caulk. Build roof over bay and use shingles which reasonably match existing. Scaffolding if necessary. Use bottom brackets in addition to cable support system provided with bay. Insulate seat board. Cover bottom of Seat Board with vinyl soffit.
- Pella Windows / Doors are supplied with unfinished interiors unless otherwise specified in the contract.
- Pre-finished PAINTED Interiors: Paint includes prime coat, two finish coats and field touch-up.
- Pre-finished STAINED Interiors: Stain includes one stain coat, one seal coat and one satin clear coat.
- Unspecified details are at the discretion of the Contractor and may require increase in Contract Price.

2. Assumptions and clarifications to the Scope of Work:

- Unless otherwise noted, all workmanship shall conform to the guidelines found *in Residential Construction Performance Guidelines for Professional Builders and Remodelers*, National Association of Home Builders, 2005. If a workmanship guideline is not described in that publication, standard industry practice shall govern.
- Contractor is not responsible for concealed structure deficiencies (rotted wood, termite damage, etc.) or any other latent defects.
- Depending on composite configuration, retrofit products may have less glass area than the original unit.
- Customer(s) to provide all temporary/permanent electricity and water. Plumbing/electrical work is the responsibility of the Customer(s).
- All furnishings, pictures, etc. must be removed by Customer(s) at least eight feet from work area prior to start of work. No staging of Customer's personal effects or property. Customer(s) are responsible for moving all furnishings in the work area.
- Permits are Customer's responsibility.
- Work to be performed during normal working hours of 7:00 a.m. to 5 p.m. Monday – Friday (unless other arrangements are made between Customer's and Contractor).
- All Pella wood exterior windows and sliding glass doors are factory primed on the exterior. Wood units assembled by Contractor (unless otherwise noted hereon) with brick mould, sub sill and outside mullion covers. Standard jamb extension is included.

3. Exclusions from the Scope of Work:

- No reinstallation of interior shutters; unless otherwise noted.
- Any and all plumbing or electrical work.
- Any Permits of any kind.
- No removal of existing window coverings or hanging objects, interior or exterior. No reinstallation of any existing window treatments after installation.
- No cutting in to the original paint line or wallpaper.
- No cleaning of installed products. No removal of stickers.
- No removal of hazardous materials or substances, including but not limited to asbestos, lead, and polychlorinated biphenyl (PCB). Customer(s) must inform Contractor of the existence of any such materials or substances prior to the start of construction. Contractor has the right to stop work immediately upon discovery of such materials or substances until such time as the Customer(s) have completed appropriate remedial measures.

This is a standard form document and changes made on the face of this document will not be presented to Contractor's authorized representative at the Contractor's home office. This document may not be modified orally or in writing (unless by Contractor's home office representative) and any changes written on the face of this document shall be of no effect and shall not be binding on Contractor.

Ref # 717UKTL2Y Customer Initia (b) (6)

ATTACHMENT 3: (STANDARD TERMS AND CONDITIONS)

1. **NO WORK IS COVERED BY THIS AGREEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Any modification to the Agreement that changes the cost, materials, work to be performed or estimated completion date must be in writing and signed by all parties.**
2. This Agreement is based on quantities, unit sizes, and unit numbers as sketched and listed herein, as well as equipment and fittings as specified. Drawings (if applicable) are viewed from the exterior. Customer(s) should carefully check quantities, sizes and specifications. The products ordered in this Agreement will be made and assembled to these specific requirements and Contractor cannot cancel its order with Pella, the manufacturer, and therefore this order is not cancelable (except as otherwise provided in this Agreement), and these units may not be returned without a charge to be determined solely by the Contractor.
3. Contractor will install the materials covered by the Agreement within a reasonable time from the date this Agreement is ratified, unless otherwise expressly stated in this Agreement. Customer(s) must give notice to Contractor of any claims (including but not limited to claims for damage to Customer(s)' property, shortage or damage to the materials, or failure to install materials in conformance with this Agreement) within 48 hours of the time that Contractor performed the work or installed the materials giving rise to the claim, otherwise the claim is waived. It is important that this notice be given in order to give Contractor the opportunity to review and investigate the claim. Customer(s)' remedy for breach shall be limited to replacement of the goods sold or to a return of the goods and a refund of their purchase price, at Contractor's sole option, which shall be the Customer(s)' sole remedy in the event of Contractor's breach in the performance of this Agreement. Contractor shall not be liable for any consequential, incidental, or delay damages for any breach. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance.
4. In the event that Customer(s) refuses delivery or installation of materials, a monthly storage fee not to exceed 1% of the contract price may be assessed on or after the NEED DATE. This storage fee will be added to the Total Contract Price and must be paid at the time of delivery. In the event that Customer(s) prevents Contractor from performing the work or otherwise breaches this Agreement after the Customer(s)' right of cancellation, if any, has expired, the Customer(s) agrees to pay to Contractor the Total Contract Price, including all accrued storage fees, as liquidated damages, since such materials are specifically made and/or obtained for use relevant to work pursuant to this Agreement. Customer(s) agrees that it is difficult to determine actual loss and inconvenience and is not feasible to otherwise obtain an adequate remedy and that these liquidated damages are reasonable and are not a penalty. Customer(s) further agrees to waive any defense Customer(s) may have to the assessment of liquidated damages.
5. The Customer(s) shall be charged, and agrees to pay, an interest charge of one and half percent (1 ½ %) per month (eighteen percent (18%) per year) on all amounts 15 days or more overdue and to pay attorney's fees/expenses and/or collection fees/expenses in the amount of fifteen percent (15%) of the outstanding balance, or Contractor's actual reasonable attorney's fees/expenses and collection fees/expenses, whichever is greater, and court costs required to collect monies due the Contractor as a result of Customer(s)' breach of this Agreement.
6. **CUSTOMER(S) WAIVES THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR MATERIALS SUPPLIED BY CONTRACTOR ON OR FOR THE PROPERTY.**
7. This Agreement constitutes the sole and complete agreement between Contractor and Customer(s). If any part of this Agreement shall be determined invalid or unenforceable, that part shall be severed from the Agreement, and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties. No statement, representation, or agreement, not appearing on the face of this Agreement is binding on the Contractor.
8. This is a standard form document and changes made on the face of this document, other than filling in the blanks, will not be valid and binding.
9. Any modifications to this Agreement have to be in writing and signed by both Contractor and the Customer.
10. This Agreement may be signed under the terms of the District of Columbia Uniform Electronic Transactions Act. Since D.C. Regulations require electronic Agreements be signed in triplicate, three copies will be sent to the Customer for signature. The Customer must sign one copy electronically and send it back to the Contractor. Customer is welcome to sign and print out the other two copies.
11. **CUSTOMER SHOULD NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES.**
12. **THE CUSTOMER IS ENTITLED TO A COPY OF THE AGREEMENT (INCLUDING ANY ADDENDA) AT THE TIME THE CUSTOMER SIGNS THE AGREEMENT.**

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Ref # 717UKTL2Y

Customer Initi (b) (6) [redacted]

ATTACHMENT 4: (NOTICE OF CANCELLATION)

(Enter date of transaction)
9/30/2020

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice or send a telegram to: K.C. Home Improvement Company of DC, LLC, at 12100 Baltimore Avenue, Suite 1, Beltsville, Maryland 20705-1399 NOT LATER THAN MIDNIGHT OF 1/3/2020 (three days from the date set forth on the Agreement).

I HEREBY CANCEL THIS TRANSACTION FOR WORK TO BE PERFORMED AT _____, PER THE AGREEMENT SIGNED _____.

_____
Buyer's signature

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Ref # 717UKTL2Y

Customer Initia (b) (6) [redacted]

ATTACHMENT 4: (SECOND NOTICE OF CANCELLATION)

(Enter date of transaction)
9/30/2020

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice or send a telegram to: K.C. Home Improvement Company of DC, LLC, at 12100 Baltimore Avenue, Suite 1, Beltsville, Maryland 20705-1399 NOT LATER THAN MIDNIGHT OF 10/3/2020 (three days from the date set forth on the Agreement).

I HEREBY CANCEL THIS TRANSACTION FOR WORK TO BE PERFORMED AT _____, PER THE AGREEMENT SIGNED _____.

_____
Buyer's signature

PELLA PRODUCT WARRANTY

FOR PRODUCT WARRANTY, SEE PELLA LIMITED WARRANTY (AVAILABLE AT WWW.PELLA.COM)

K.C. Home Improvement Company of DC, LLC LABOR WARRANTY

Installation Warranty

Seller makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. With the exception of Storm Doors, Seller warrants that all installation work performed as a part of a Covered Installation will be free of Installation Defects for a period of two (2) years from the date of substantial completion of the original installation. An "Installation Defect" is an error that significantly impairs the proper operation of a Pella product. If Seller is given Prompt Notice (as defined below) of a Installation Defect within two (2) years from the date of substantial completion of the original installation, Seller shall, at its sole option: 1) furnish labor to repair any such Installation Defect (and provide replacement materials if Seller determines such materials are necessary to make the repairs) or 2) refund the original purchase price of the defective unit(s) including the price of installation.

Service Agreement

Seller offers the following Service Agreement for Covered Installations, subject to the stated conditions and limitations. With the exception of the Pella products expressly identified in this paragraph, Seller agrees to service Pella products installed in your existing home for a charge as outlined in the paragraph below. Seller shall service Covered Installations where Buyer gives Prompt Notice (as defined below) of the need for service within eight (8) years from the date of the expiration of Installation Warranty as long as the need for service is due to an Installation Defect or Product Defect. A Product Defect is a defect that significantly impairs the proper operation and function of your Pella products and is covered under the applicable Pella product warranty. Upon these conditions being met, Seller shall furnish labor to repair or replace the Pella products subject to service. In lieu of repair or replacement, Seller may, at its sole option, choose to refund the original purchase price of the units that Seller determines is due service under the Service Agreement. This Service Agreement does not apply to Storm Doors, Wood Entry Doors (but glass seal failures in such doors are covered), electronic components, if any, Between the Glass Decorative Panel options (but shades and grilles in such options are covered for three (3) years as noted below), and Decorative Metal Accents & Wrought Iron options. Blinds or shades sealed between insulating glass and Vivid View screens are subject to service for three (3) years rather than eight (8) years from the date of expiration of the Installation Warranty. Seller shall service Pella product as set forth in this Service Agreement upon the upfront payment of $75, which shall cover the diagnostic and any repair/replacement labor related to the first unit. Thereafter, a $75 charge will apply to each additional unit repaired or replaced. "Unit" is defined as a separate window or door and multiple windows manufactured or installed as one piece shall still be considered multiple units and counted based on the number of frames. This $75 per-unit charge is subject to an annual increase from December 31, 2013 based upon the published Consumer Price Index rate.

This warranty does not apply to any damage or loss resulting from lightning, fire, tornado, wind storm, flood, explosion, misuse or abuse, excessive humidity, failure of walls or base materials not installed by Contractor, or delays due to labor troubles, fire, accidents, transportation or other conditions beyond the control of Contractor.

The above warranties are exclusive and are in lieu of and exclude all other warranties and specific claims of energy savings or condensation. Contractor's liabilities are limited solely and exclusively to the obligations specifically set forth herein; and, except to the extent specifically included by applicable mandatory law, do not include any liability for any incidental, consequential, or other damages of any kind whatsoever, whether any claim is based on tort, contract, warranty, negligence, or product liability. The above warranties are transferable to any subsequent owners of the Property. No employee, agent, or other person is authorized by Contractor to change, alter, modify, or otherwise assume for the Contractor any liability which would be in addition to that set forth in this warranty.

IN ORDER TO OBTAIN PERFORMANCE OF ANY OF THE ABOVE WARRANTY OBLIGATIONS, THE CUSTOMER(S) MUST NOTIFY CONTRACTOR, IN WRITING, OF THE DEFECTS OR PROBLEMS BEFORE THE WARRANTY PERIOD EXPIRES.

NO WORK WILL BE PERFORMED PURSUANT TO THE TERMS OF THESE WARRANTIES IF THE CUSTOMER(S) IS DELINQUENT IN PAYMENT AS REQUIRED BY THE TERMS OF THIS AGREEMENT.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

This is a standard form document and changes made on the face of this document will not be presented to Contractor's authorized representative at the Contractor's home office. This document may not be modified orally or in writing (unless authorized by representative of the Contractor at the Contractor's home office) and any changes written on the face of this document shall be of no effect and shall not be binding on Contractor.

Ref # 717UKTL2Y Customer Initia (b) (6)

ATTACHMENT 6: (EPA PRE-RENOVATION FORM)

Occupant Confirmation
Pamphlet Receipt
☒ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

(b) (6)

Printed Name of Owner-occupant

(b) (6)(b) (6)

Signature of Owner-occupant

9/30/2020

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)
Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

☐ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

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THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

EPA

1-800-424-LEAD (5323)
www.epa.gov/getleadsafe

EPA-740-K-10-001
April 2010

Important lead hazard information for families, child care providers and schools.

EPA

LEAD-SAFE EPA CERTIFIED FIRM

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IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools, built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.

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WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **"Do-it-yourself"** projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.

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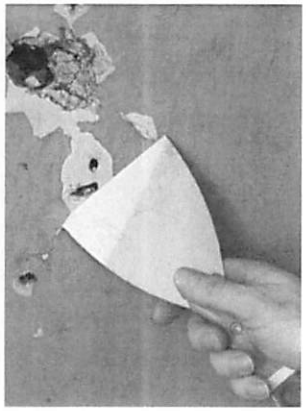
RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

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

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush or blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

What should I do if I am concerned about my family's exposure to lead?

- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.
- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.

For more information about the health effects of exposure to lead, visit the EPA lead website at **www.epa.gov/lead/pubs/leadinfo.htm** or call **1-800-424-LEAD (5323)**.

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering house.

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WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

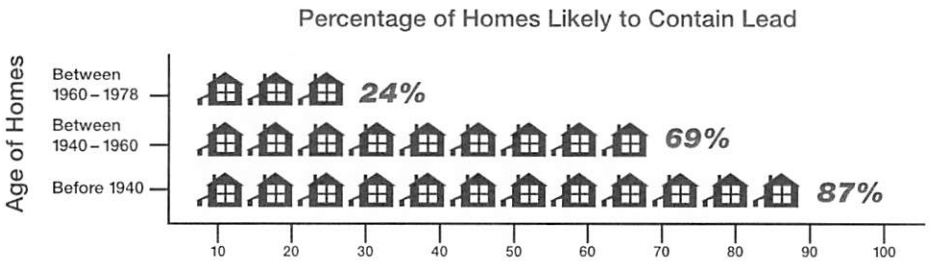
Proper work practices protect you from the dust.

The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information on these sources.

CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at **1-800-424-LEAD (5323)**.

You may also have a certified renovator test the surfaces or components being disturbed for lead using a lead test kit. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

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FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at **epa.gov/getleadsafe** or by calling the National Lead Information Center at **1-800-424-LEAD (5323)**. You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).

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PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.

DURING THE WORK

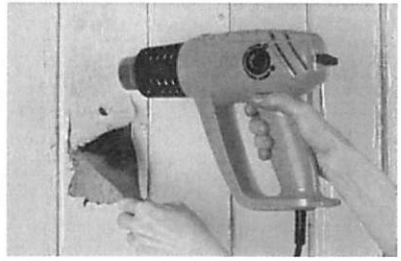
Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. **Contain the work area.** The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:
   - Cover the floors and any furniture that cannot be moved.
   - Seal off doors and heating and cooling system vents.

These will help prevent dust or debris from getting outside the work area.

2. **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
   - Open flame burning or torching.
   - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
   - Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. **Clean up thoroughly.** The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:
   - Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
   - Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

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FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school has been cleaned up properly. Here are some ways to check.

Ask about your contractor's final cleanup check. Remember, lead dust is often invisible to the naked eye. It may still be present even if you cannot see it. The contractor must use disposable cleaning cloths to wipe the floor of the work area and compare them to a cleaning verification card to determine if the work area was adequately cleaned.

To order a cleaning verification card and detailed instructions visit the EPA lead website at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD (5323)** or visit their website at **www.epa.gov/lead/nlic.htm**.

You also may choose to have a lead-dust test. Lead-dust tests are wipe samples sent to a laboratory for analysis.

- You should specify in your contract that a lead-dust test will be done. In this case, make it clear who will do the testing.
- Testing should be done by a lead professional.

If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the lab for analysis.

Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for lists of qualified professionals and EPA-recognized lead labs.

If your home, child care facility, or school fails the dust test, the area should be re-cleaned and tested again.

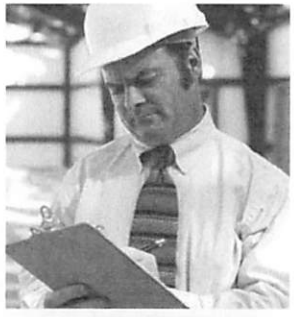
Where the project is done by contract, it is a good idea to specify in the contract that the contractor is responsible for re-cleaning if the home, child care facility, or school fails the test.

FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or **www.epa.gov/lead/nlic.htm** can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.



The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at **www.epa.gov/lead/pubs/brochure.htm**.

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide

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.

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EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at **epa.gov/lead**.

Region 1
(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2
(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3
(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA
19103-2029
(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 30303-8960
(404) 562-9900

Region 5
(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

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) 665-6444

Region 7
(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8
(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9
(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10
(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC
4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
www.cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch
4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
www.cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and
Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
www.hud.gov/offices/lead/

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SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

❑ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant | Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

❑ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

❑ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery | Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.