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## Landlord/Tenant Lead Abatement Agreement

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ hereinafter called the Municipality, the Owner or the Owner's authorized Agent \_\_\_\_\_ hereinafter called the Owner, and \_\_\_\_\_ hereinafter called the Tenant.

The Owner is the lawful Owner of the property located at \_\_\_\_\_ Block \_\_\_\_\_, Lot \_\_\_\_\_, in the City of \_\_\_\_\_ County of \_\_\_\_\_, New Jersey.

The Owner has executed the corresponding affidavits and has provided this Municipality with proof that the property is not subject to a tax lien. The Municipality has certified that the property is eligible for lead abatement services.

The Owner and Tenant hereby grant permission for the designated personnel of the Municipality to enter upon said property to make inspections, repairs and/or improvements as necessary to said property for the purpose of lead abatement along with the understanding that there will be no charge made to the tenant for either labor or materials as set forth in 10CFR 440.22.

The Owner and the Tenant agree to indemnify and hold harmless the Municipality from any and all liability for personal injuries and/or property damage which may occur during or after the completing of the weatherization project in connection with any of the materials installed or any of the work performed.

The Owner agrees not to evict or remove the tenant from the dwelling unit so long as the Tenant is compliant with all ongoing obligations and responsibilities.

The Owner agrees that rent shall not be raised because of the increased value of dwelling units due solely to lead abatement provided under this program.

The Municipality will carry out the lead abatement services without undue or excessive enhancement of the aforesaid property and with benefit to the Tenant.

**Owner** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Municipality** \_\_\_\_\_ **Date:** \_\_\_\_\_