

CONTRACTOR'S FINAL INVOICE, RELEASE OF LIENS AND WARRANTY

TO: Devington Community Development Corp.

PROPERTY ADDRESS: _____

CONTRACT DATE: _____

LOAN APPLICATION NUMBER: _____

1. As a final invoice, the undersigned hereby certifies that there is due from and payable by the Owner to the Contractor under the above contract the balance or sum of **\$0.00.**
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release.
4. The undersigned hereby guarantees the work performed for a period of one (1) year from the date of the final acceptance of all the work required by the contract. The undersigned also attaches herewith all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.

_____/_____/_____
Date

Contractor's Signature

DEVINGTON COMMUNITY DEVELOPMENT CORPORATION

Rehabilitation Contract

This agreement is entered into this _____ day of _____, 20__ by and between Devington Community Development Corporation (hereinafter referred to as "DCDC"), and _____ (hereinafter referred to as "Contractor") with regard to property located at _____, which is owned by _____ (hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, the Contractor's Bid and Proposal (Exhibit "A") to complete the work shown in the work specifications (Exhibit "B") has been accepted by DCDC with the approval of the Department of Metropolitan Development (DMD) of the City of Indianapolis.

NOW THEREFORE, IT IS AGREED by and between DCDC and the Contractor that:

Section 1.1

Agreement to Perform:

DCDC hereby agrees to engage the Contractor, and the Contractor agrees to furnish all work and material, and complete the work shown on the Bid and Proposal, attached hereto, and marked Exhibit "A", and further agrees to perform the work specifications as set out in Exhibit "B".

Section 1.2

Occupancy Provision:

The premises will be occupied during the rehabilitation work.

Section 1.3

Scope of Service:

The Contractor shall do, perform, carry out in good faith and in a professional manner responsibilities and services described in Exhibit "A" attached hereto and made a part of this Contract, in a timely fashion as set forth in Section 1.4 of this Contract. The Contractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Contractor's work in strict accordance with, and reasonably inferable from the Contract documents.

The Contractor shall provide a list of proposed subcontractors and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials, and all other actions required meeting the schedule of work of the performance schedule.

Section 1.4

Performance Schedule:

The services to be provided under this Contract shall begin within ten (10) days after execution of this Contract, and shall be satisfactorily completed by _____, 20__ with the exception of exterior painting, which may be delayed due to weather conditions, and can be

completed as weather permits. DCDC must agree that the work has been satisfactorily completed prior to payment for work performed. If for some unforeseen reason, acts of God, inclement weather, strikes, boycotts, or like obstructive actions of employees or labor organizations, the Contractor cannot complete the work as set forth in Exhibit "A" to this Contract by the above referenced completion date, the Contractor may request a thirty (30) day extension of the Contract termination date. Any and all requests for an extension must be made in writing and addressed to DCDC. It is agreed upon by all parties that a maximum extension of sixty (60) days from the above referenced completion date, will be granted. The written notice must include the new agreed upon completion date.

Section 1.5

Compensation:

By executing this Contract, the Contractor understands that DMD is holding all or part of the funds for payment of the Contract price stated herein. The Contractor, a DMD representative, and a DCDC representative, shall sign a Certificate of Completion of Work Specifications when the work specified herein has been completed to the satisfaction of all parties. DMD shall sign off on said certificate after the work passes inspection, and thereafter shall release the funds to DCDC. DCDC agrees to pay the Contractor for all services required herein an amount not to exceed _____. The Contractor agrees to complete all services and responsibilities required herein as listed in Exhibit "A" for the above mentioned Contract price. No payment shall be due to the Contractor until the Contractor has delivered to DCDC a Waiver of Lien form, and a complete list of all subcontractors used in the execution of this Contract.

Section 1.6

Partial Payments:

Partial payments may be allowable contingent on satisfactory work progress and sufficient quantity and quality in the terms of the Rehabilitation Contract, all to be determined by DCDC. All partial payments will be based on a percentage of the total dollar amount of all completed Contract work and will be outlined on a draw schedule agreed upon between DCDC and the Contractor, and will be attached to this agreement. The sum total of any and all partial payments shall not exceed 90% of the total amount of funds.

Section 1.7

Payments Withheld:

DCDC may withhold the entire Contract amount, or part thereof, to such extent as may be necessary to protect the Owner from loss on account of the following reasons:

- a. Defective work not remedied by the Contractor.
- b. Contractor's failure to make payments properly to subcontractors, material suppliers, laborers and/or any entity that may have provided services on the above referenced property on behalf of the Contractor;
- c. A reasonable doubt that the Contract cannot be completed for the balance then unpaid; and,
- d. Failure to perform work as specified by the terms and conditions of the Contract, as well as the attached Exhibit "A".

Section 1.8

Alternative Dispute Resolution:

All questions, controversies, disputes about the Contract, and interpretation thereof, between

parties to this Contract, shall be submitted to a referee, who shall be chosen by DMD. The referee shall notify all parties, and shall select a hearing date and time to allow the parties to present their positions. Thereafter, the referee will make a decision, which shall be final and conclusive upon both parties. In the event there is a dispute about the Contractor's performance of the work listed herein, the parties agree that if the referee concludes that the work has been completed according to the construction specifications, DCDC is then authorized to release the funds due to the Contractor for the work that has been completed. If the referee concludes that the work has not been completed according to the construction specifications, the Contractor agrees to comply with any order to complete the work, and DCDC shall not release the funds until the referee certifies that the controversy is resolved, and the work has been completed according to the specifications. The Owner agrees to allow the Contractor to do whatever work is ordered, and failure to allow said work per the referee's order, shall render the Owner in default, and DMD may then release the funds pursuant to the terms of the Contract.

Section 1.9

General Conditions:

Contract Documents: This Contract shall consist of the Contract, Bid and Proposal submitted by the Contractor, which will be attached hereto as Exhibit "A" to this Contract, the specifications of the work to be completed, attached hereto as Exhibit "B", and any other papers and documents in which the parties to this Contract deem appropriate.

Permits and Codes: The Contractor will obtain all necessary permits and licenses at his/her own expense. All permits shall be posted and visible from street at the job site prior to commencement of any work. All permits must be copied and sent to DCDC prior to work beginning. All work performed under this Contract must comply with all building code regulations and ordinances pertinent to the Contract specifications. Completion and Compliance Cards must be mailed within ten (10) days of completion of permitted work. Access for final inspection is the responsibility of the Contractor. The aforementioned compliance is applicable during the Contract and Warranty period.

Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless, DCDC (including the affiliates, parents and subsidiaries, its agents and its employees), and DMD (including the affiliates, parents and subsidiaries, their agents and employees), and other contractors and subcontractors, and all their agents and employees; and when required of the Contractor, by the Contract documents, the Owner, the Architect, Architect's consultants, agents and employees, from and against all claims, damages, loss and expenses, including, but not limited to, attorney's fees and costs, arising out of or resulting from the performance of the Contractor, provided that:

- a. Any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of tangible property (other than the Contractor's work itself), including the loss of use resulting there from, to the extent caused or alleged to be caused, in whole or in part, by any negligent act or omission of the subcontractor or anyone directly or indirectly employed by the Contractor, or for anyone from whose acts the Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder;
- b. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other

right or obligation of indemnity which would otherwise exist as to any party or person described herein;

- c. Non-compliance with the Fair Labor Standards Act of 1938 occurring by reason of the Act or neglect of the Contractor, his employees or agents (including subcontractors) in connection with the performance of the Contract.

The Owner agrees to hold harmless and indemnify DCDC, the Contractor, and DMD for any claims, suits, or damages they might suffer due to Contractor's performance of this Contract.

Liens and Waivers of Liens: The Contractor agrees to waive and does hereby waive and relinquish all rights to a lien upon the real estate herein above described and the building located thereon in accordance with the terms of this Contract; and the Contractor expressly agrees that no lien shall attach to the real estate, building, structure or any other improvement of the Owner, either on behalf of the Contractor herein or on behalf of the subcontractor, the mechanics, journeymen, laborers, suppliers, or persons performing labor upon furnishing materials and machinery for said property improvements and the said Contractor does hereby expressly waive all right to any such liens under the law of the State of Indiana for and on behalf of all other such persons furnishing labor and materials, as aforementioned, in any form or manner whatsoever for the rehabilitation and completion of said dwelling; a memorandum of agreement, describing the premises, and providing therein that work, services and material furnished shall be furnished under a No-Lien Construction Contract, a short form of which may be filed and recorded in the Recorder's Office of Marion County, Indiana, and that the filing and recording of same shall be constructive notice of its contents and of the waiver of said liens to all parties or persons whomsoever.

Requirements for Payment: Any changes in the original specifications by the Contractor and/or the Owner of the property mentioned herein, must be communicated in writing to DCDC and DMD, and approved by each prior to work being performed on said project. Any changes by DCDC must be communicated in writing to DMD, and approved by same. No payment shall become due until the work has been completed, inspected and approved by DCDC and DMD. Upon completion and prior approval, payment may be requested after final inspection, with signatures by all parties approving the work.

Insurance: Prior to the start of the Contractor's work, the Contractor shall procure for the Contractor's work, and maintain in force, Worker's Compensation insurance, General Employer's Liability insurance, Comprehensive or Commercial General Liability insurance, on an occurrence basis, and all insurance required to effectively complete the work. DCDC, DMD, and the Owner or any other parties, as designated in the Contract document, shall be named as additional insured on each of these policies, except for Workers Compensation.

The general liability limits of insurance shall be general liability (BI-\$100,000/\$300,000) – (PD-\$50,000/\$100,000), and Workers Compensation (statutory). Contractor shall not permit such coverage to terminate during the construction and warranty periods. All insurance policies shall contain a provision that the coverage's afforded there under shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to DCDC and DMD, unless otherwise specifically required in the Contract documents. Certificates of Insurance, or certified copies of policies acceptable to DCDC and DMD, shall be filed with DCDC and DMD prior to the commencement of the Contractor's

work.

Warranty: The Contractor agrees to provide a one (1) year warranty on the construction from the date that the work has been deemed completed by DCDC and DMD. The Contractor warrants that all materials and labor used in the performance of this Contract are of good quality. The Contractor agrees to remedy any defects in such materials and workmanship, and to pay for any damages caused by such defects.

Assignment: No assignment of this Contract shall be made without written consent of DCDC.

Conditions of Premises: The Contractor agrees to keep the premises and surrounding area clean and orderly during the performance of this agreement and remove all debris at the conclusion of such performance. The work areas and the surrounding areas must be neat, orderly and free of debris at the end of each work day. The Contractor shall be responsible for any damage to the premises and/or the surrounding area that is caused by the Contractor or Subcontractors. Materials and equipment that have been removed or replaced as part of performance of this contract shall belong to the Contractor unless otherwise stated. If materials, debris or equipment remain on the property after completion of the job, DCDC reserves the right to deduct a penalty fee from payment for the address in question and/or any costs DCDC may incur to have items removed.

Labor Provisions: The Contractor shall not employ any unfit persons on the premises nor anyone unskilled in the work assigned to him/her. The Contractor and the subcontractors whenever ordered to do so by any of the parties involved shall discharge any employee who is disorderly or whose conduct in the opinion of the involved parties is detrimental to the execution of the work. No person whose physical condition is such as to make his/her employment dangerous to his/her health and safety or to the health and safety of others shall be employed. In no event shall any persons under the age of sixteen (16) years be employed.

Loss or Damage: If during the term of this Contract, the approved party is so damaged by fire or other casualty or a part or all of it is taken by eminent domain proceedings so that the approved property is rendered unfit for occupancy, then this Contract shall cease and terminate from the date of such damage or taking.

Responsibilities of the Owner: Prior to the start of work, it is the responsibility of the owner to execute the Direct Grant Lien Agreement (if required). The Owner shall permit the Contractor to carry out and complete the work under this Contract, barring Contractor default, and the Owner shall permit the Contractor to use existing site utilities such as electricity, heat, and water, without cost, and when necessary to carry out and complete the work. The Owner shall be responsible for the monitoring of the contracted construction work, and the stopping of such work if found defective, and the reporting of same to the Contractor, DCDC and DMD.

DCDC or DMD who exercises any functions or responsibilities in connection with the administration of the Community Development Program, or any code enforcement program and/or other officers, employees or public officials who exercise such functions or responsibilities, and members of the City-County Council of the City of Indianapolis, Indiana, shall have any interest, direct or indirect, in this Contract.

Inspection: Both the Owner and the Contractor shall permit DCDC and DMD or their designees to examine the rehabilitation work at any time during this Contract. All work done and all materials furnished will be subject to their inspection and approval. If any work should be covered without approval or consent of DCDC and DMD it must, if required by DCDC or DMD, be uncovered for examination at the Contractor's expense upon request within 24 hours of work completion.

Benefit: This Contract shall be binding upon the parties hereto, their heirs, personal representatives and successors.

Condition for Validity of Agreement: This Agreement is contingent upon the receipt by DCDC of funds from DMD in an amount sufficient to cover the cost of the rehabilitation work required herein. If the financial assistance is not approved, this Agreement is null and void.

Escrow Agents: The Contractor and the Owner agree that DMD is merely an Escrow Agent and is not responsible for work performed hereunder or conditions permitting performance of the work but that DCDC and the Contractor shall be solely and fully responsible for such matters and all remedies expressed in this Contract. DCDC, the Owner and the Contractor agree to not sue DMD for such matters, but to pursue action only against each other when necessary, and only after seeking remedial action under the terms of the Contract herein.

Section 1.10

Changes:

All parties agree that this Contract shall not be modified to reflect an increase in the Contract amount. Required changes not increasing the Contract amount may be necessary in the scope of services to be performed hereunder; however, a Change of Work Order must be prepared and signed by the Owner, Contractor, DCDC and DMD before the work is started. Such changes, which are mutually agreed upon by and between DCDC and the Contractor, shall be incorporated in written amendments to this Contract. Such amendments shall be effective when executed by the parties and approved by DMD. Changes requested by the Owner and performed by the Contractor, not included in the original bid, will not be paid for.

Section 1.11

Contractor's Rights:

Upon ten (10) days written notice from the Contractor regarding working conditions, the Contractor has the right to declare the Owner of the property in default based upon the following reasons:

- a. Owner's failure to arrange satisfactorily working conditions for the Contractor;
- b. Owner's refusal to allow Contractor to use existing utilities in performance of work;
- c. Adverse conditions prohibiting the Contractor from performing his contractual work. The Owner shall have ten (10) days from receipt of notice to correct the default, but if no correction is made, the Contract is terminated and the contractor may be paid for that part of the Contract performed.

Section 1.12

Order to Proceed:

By executing this Contract, DCDC is hereby issuing to the Contractor the Notice to Proceed.

Section 1.13

Additional Work:

By executing this Contract, the Contractor agrees that he/she is not to perform any additional work unless it is at the Owner's expense. However, if the Owner is to pay for additional work items, these work items must be submitted to DCDC in writing prior to the start of work. The Contractor will be held in default of the Contract if he/she accepts and does additional work for the Owner, as so named in this Contract, without the written approval of DCDC while this Contract is in force.

Section 1.14

Termination:

DCDC may terminate this Contract after execution of this Contract. If the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or shall fail to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated, then in any case upon ten (10) days written notice, DCDC shall have the right to declare the Contractor in default in the performance of obligations under the Contract. Said notice shall contain the reason for DCDC's intent to declare the Contractor at default, and unless within ten (10) days, after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice, may be declared in default and his/her right to proceed under the Contract terminated. In the event that the Contractor is declared to be in default, DCDC will proceed to have the work completed, shall apply to the cost of having the work completed any money due the Contractor under the Contract, and the Contractor shall be responsible for any damages resulting to DCDC by reason of said default.

Section 1.15

Lead Based Paint Requirements:

Wherever applicable, the removal of lead-based paint shall be conducted and disposed of properly. DCDC shall be notified prior to removal of lead-based paint to ensure proper disposal procedures will be undertaken. The construction or rehabilitation of residential structures is subject to HUD Lead Based Paint regulations (24 CFR Part 35), and any assistance under this agreement is subject to the provisions of elimination of lead based paint hazards under sub-part C of said regulation. The regulation is summarized as follows:

- a. The use of lead based paint is prohibited in residential structures constructed or rehabilitated under with federal assistance.
- b. All applicable surfaces of residential structures constructed prior to 1978 shall be inspected to determine whether defective paint surfaces exist and treatment is necessary to eliminate hazards of covering or removal of defective paint surfaces.

Section 1.16

Attachments:

Any and all documents attached hereto and marked as exhibits, including, but not limited to job site specifications, Contractor's bids, and any other attachments, are expressly made part of this Contract, and are binding upon the parties hereto in the same and with the same force and effect as if set out in detail in the body of this Contract.

Section 1.17

Non Discrimination:

DCDC, the Contractor, and any subcontractor of the Contractor, and any other party performing any services or having any responsibilities hereunder shall not, under any program or activity

pursuant to this Contract, directly or through contractual or other arrangement, on the grounds of race, color, national origin, sex, age, handicap status or religion, deny any facilities, services, financial aid or other benefit. Contractor further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin.

DCDC has set forth a 25% minority participation goal for all projects. In order to document the efforts of the Contractor, a list of all subcontractors must be provided to DCDC prior to any work starting. If the goal is not met, justification of a good faith effort is required.

Section 3 Clause:

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 17101u (“Section 3”). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send to each labor organization, representative, or workers with which the Contractor has a collective bargaining agreement or other standing, if an, a notice advising the labor organization or workers’ will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualification for each; the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice of knowledge the subcontractor has been found in violation or regulations in 24 CFR part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled:
 - I. After the Contractor is selected but before the Contract is executed, and
 - II. With persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.
- f. Non compliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) (“Section 7 (b)”) also applies to the work to be performed under this

Contract. Section 7 (b) requires that to the greatest extent feasible

- I. Preference and opportunities for training and employment shall be given to Indians, and
- II. Preference in the award of contracts and subcontractor's shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract are subject to the provisions of Section 3 and Section 7 (b) agrees to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

Section 1.18

Full Disclosure Clause:

The Contractor is responsible for providing DCDC a list of any subcontractors working on the project and providing documentation of information relative to federal identification or social security numbers and racial/ethnic codes prior to the completion of all work. Before final payment, dollar amounts paid to subcontractors by the Contractor must be submitted.

Section 1.19

Signs:

The homeowner agrees to allow DCDC and/or the Contractor to display a sign (no larger than 18" x 24") in the front yard, parallel to the front of the house. The sign(s) may be displayed from the date of execution of this Contract until completion of the work. DCDC and the Contractor are responsible for removing any signs erected by them. The Homeowner may dispose of any signs which are not removed within five (5) days of completion of the work.

Section 1.20

Effective Date:

This agreement shall be effective upon the date it has been executed by all parties.

Section 1.21

Notices:

Any and all notices and other communications required or permitted under this Contract or attachments hereto shall be in writing and shall be sufficiently given when delivered in person, or sent by certified or registered mail, postage prepaid, (provided that if mailed, any applicable time period shall commence upon receipt by addressee; provided further that if addressee refuses delivery, then notice shall be deemed to have been given three (3) days after mailing of such notice) addressed as follows:

If to Contractor: _____

If to DCDC: Devington Community Development Corporation
6004 East 46th Street
Indianapolis, Indiana 46226-3413

If to Owner: _____

IN WITNESS WHEREOF, DCDC, the Contractor and the Owner have executed this Contract on the date subscribed below:

Devington Community Development Corporation

By: _____ /_____/_____
Signature Date

Contractor Name: _____

By: _____ /_____/_____
Signature Date

EIN: _____

Owner(s):

Print Name Date Signature

Print Name Date Signature

Devington Community Development Corporation

Client Grievance Policy

Devington Community Development Corporation (DCDC) strives to maintain an amicable relationship with participants in its housing programs. Despite best efforts, there may be times when participants have concerns or issues to be resolved.

Participants are encouraged to work with the DCDC staff person assigned to a particular housing program and try to resolve any differences of opinion. If this is unsuccessful, the matter shall be reviewed by the President of DCDC. If the matter still cannot be satisfactorily resolved, it shall be reviewed by the Executive Committee of DCDC. The decision of the Executive Committee shall be final.

Notification

Watch Out for Lead-Based Paint Poisoning

If this property was constructed before 1978, there is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

Sources of Lead Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may have also been used on outside porches, railing, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get particles on their hands, put their hands into their mouth, and ingest a dangerous amount of lead.

Hazards of Lead-Based Paint

Lead poisoning is dangerous-especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

Symptoms of Lead-based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomach aches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified

As having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate the hazard.

Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells, and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM:**
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls, ceilings, and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before

Repainting, all surfaces that are peeling, cracking, chipping, or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of nonleaded paint. Instead of scraping and repainting the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

Tenant and Homebuyer Responsibilities

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering, peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's effort to repair the unit.

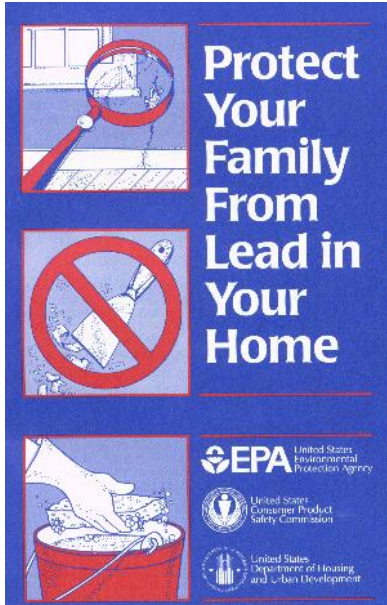
I have received a copy of the Notice entitled "Watch Out for Lead Paint Poisoning" _____
Initial

_____/_____/_____
Date

Print Full Name

Signature

| |
|-----------------|
| Print Full Name |
| Signature |



**NOTIFICATION
OF
PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**

My signature below indicates that Devington Community Development Corporation has given me a copy of the *Protect Your Family From Lead In Your Home* pamphlet.

| | | |
|------------|----------------|-----------|
| _____ | ____/____/____ | _____ |
| Print Name | Date | Signature |