

**Condensed Title:**

A Resolution Authorizing approving the standard form for the individual tenant leases for those tenant leases for those tenants who reside in City-owned, multi-family buildings without the need for additional Commission approval for each individual lease; and further authorizing the City Manager to execute individual leases for all tenants using this standard form.

**Key Intended Outcome Supported:**

N/A

**Supporting Data (Surveys, Environmental Scan, etc.):**

N/A

**Item Summary/Recommendation:**

The City acquired the London House Apartments, an affordable housing project via Resolution 2014-28506 issued February 12, 2014. At its September 17, 2014 meeting, the City Commission approved the acquisition of five affordable housing properties from Miami Beach Community Development Corporation (MBCDC) in order to secure the City assets invested in these properties. These properties are: Allen Apartments, Barclay Apartments, Lottie Apartments, Madeleine Village Apartments, and Neptune Apartments. These buildings are currently fully leased.

As the new landlord for these properties, the City (or subsequently its agents) will be responsible for performing certifications for eligibility for those tenants moving into the properties and annual re-certifications for those already housed. These certifications verify a household's eligibility for affordable housing by verifying income, legal status and household composition. The certification also certifies the appropriate rents to be charged.

Typically, the City Commission approves and authorizes leases for City-owned property. The acquisition of these residential properties represents up to 189 units. The sheer number of residential leases that would need to be prepared and brought to the Commission for review would be impractical and labor-intensive. Therefore, the Administration is seeking authorization to enable the City Manager to execute these residential leases utilizing the standard lease agreement attached herein.

**Administration Recommendation - Adopt the Resolution.**

**Advisory Board Recommendation:**

N/A

**Financial Information:**



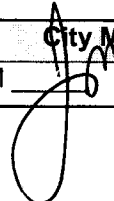
Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

**Financial Impact Summary:** This item requires no funds.

**City Clerk's Office Legislative Tracking:**

Maria Ruiz/ Housing & Community Services

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
MLR 	KGB 	JLM 




# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager 

Date: December 17, 2014

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE STANDARD FORM FOR THE INDIVIDUAL TENANT LEASES FOR THOSE TENANTS WHO RESIDE IN CITY-OWNED, MULTIFAMILY BUILDINGS WITHOUT THE NEED FOR ADDITIONAL COMMISSION APPROVAL FOR EACH INDIVIDUAL LEASE; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL LEASE AGREEMENTS FOR ALL TENANTS USING THIS STANDARD FORM.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **BACKGROUND**

The City acquired the London House Apartments, an affordable housing project located at 1965-75 Washington Avenue, from the Miami Beach Community Development Corporation as authorized via Resolution 2014-28506 issued February 12, 2014. This building is currently being rehabilitated and expected to be ready for lease in December 2015.

At its September 17, 2014 meeting, the City Commission approved the acquisition of five affordable housing properties from Miami Beach Community Development Corporation (MBCDC) in order to secure the City assets invested in these properties. These properties are: Allen Apartments, Barclay Apartments, Lottie Apartments, Madeleine Village Apartments, and Neptune Apartments. These buildings are currently fully leased.

The City Manager referred this item to the Finance and Citywide Projects Committee for its review at its November 12, 2014 meeting. The item was forwarded to Commission by the Committee with the request that the final draft of the lease template be forwarded in a Letter to Commission in advance of the agenda distribution.

### **ANALYSIS**

All of the buildings acquired or to be acquired by the City are housing projects that have received U.S. Department of Housing and Urban Development (HUD) funds for acquisition and/or

rehabilitation. As a result, these properties must be maintained and operated as affordable according to HUD guidelines which establish that tenant households must comply with income-eligibility guidelines established annually. While income and rent amounts are adjusted annually according to economic indicators, eligible households may earn no more than 80 percent of Area Median Income (AMI), or \$38,100 for a household of one person, at the initial time of certification. In addition, some buildings have additional restrictions requiring that a certain percentage of units are set aside for those households earning 30% AMI (considered very low income) and 60% AMI.

Per 24 CFR Part 92.252, HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

- The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

In rental projects with five or more HOME-assisted rental units, 20 percent of the HOME-assisted units must be occupied by very low-income families and meet one of following rent requirements:

- The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under 24 CFR 92.252(a), then the maximum rent for units under this paragraph is that calculated under 24 CFR 92.252(a); or
- The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

It should be noted that tenants whose income grows and subsequently exceeds 80 percent AMI are not required to relocate. Instead, their rents are adjusted accordingly to reflect Fair Market Rents for our area:

<b>Miami-Dade County, Florida</b>					
	<b>Efficiency</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>
Fair Market Rents	\$747	\$910	\$1,166	\$1,600	\$1,869

As the new landlord for these properties, the City (or subsequently its agents) will be responsible for performing certifications for eligibility for those tenants moving into the properties and annual re-certifications for those already housed. These certifications verify a household's eligibility for affordable housing by verifying income, legal status and household composition. The certification

also certifies the appropriate rents to be charged.

Typically, the City Commission approves and authorizes leases for City-owned property. The acquisition of these residential properties represents up to 189 units. The sheer number of residential leases that would need to be prepared and brought to the Commission for review would be impractical and labor-intensive. Therefore, the Administration is seeking authorization to enable the City Manager to execute these residential leases utilizing the standard lease agreement attached herein.

### **CONCLUSION**

The Administration recommends approval of the resolution authorizing the use of a standard template for all residential leases and further authorizing the City Manager to execute these leases in compliance with HUD rules.

JLM/KGB/MLR

Attachment

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE; AND APPROVING, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY'S OFFICE, A STANDARD FORM RESIDENTIAL TENANT LEASE, HAVING A ONE (1) YEAR TERM, TO BE USED BY THE CITY'S OFFICE OF HOUSING AND COMMUNITY SERVICES FOR TENANTS IN CITY-OWNED AFFORDABLE HOUSING PROJECTS, WITHOUT THE NEED FOR ADDITIONAL CITY COMMISSION APPROVAL FOR EACH INDIVIDUAL LEASE; AUTHORIZING THE ADMINISTRATION TO QUALIFY ALL TENANTS PURSUANT TO THE APPLICABLE HUD INCOME-ELIGIBLE GUIDELINES AND ANY OTHER FUNDING SOURCE RESTRICTIONS AFFECTING SAID HOUSING PROJECTS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE EACH LEASE.**

**WHEREAS**, the City acquired the London House Apartments, an affordable housing project located at 1965-75 Washington Avenue, from Miami Beach Community Development Corporation, as authorized via Resolution 2014-28506, dated February 12, 2014; and

**WHEREAS**, at its September 17, 2014 meeting, the City Commission approved the acquisition of the following five affordable housing properties from Miami Beach Community Development Corporation (MBCDC) in order to secure the City assets invested in these properties: Allen Apartments; Barclay Apartments; Lottie Apartments; Madeleine Village Apartments; and Neptune Apartments (collectively, MBCDC Housing Projects), which Housing Projects have a total of 189 residential units; and

**WHEREAS**, all of the buildings acquired or to be acquired by the City are housing projects that have received U.S. Department of Housing and Urban Development (HUD) funds for acquisition and/or rehabilitation (Funding Sources); and

**WHEREAS**, these properties must be maintained and operated according to the applicable HUD guidelines, which include, without limitation, HUD guidelines which establish that tenant households must comply with income-eligibility guidelines established annually, subject further to maximum rent limits; and any applicable restrictive covenants relating to the particular Funding Sources affecting the Housing Projects (collectively, Eligibility Guidelines); and

**WHEREAS**, as the new landlord for these properties, the City will be responsible for performing eligibility certifications based upon the applicable Eligibility Guidelines for those tenants moving into the properties and annual eligibility re-certifications for those already housed; and

**WHEREAS**, given the number of residential leases and the fact that the rent for the residential units in these Housing Projects is governed by the applicable HUD Eligibility Guidelines, the Administration recommends the approval of a form lease, which will have a one (1) year term; and further recommends authorizing the City Manager to execute said leases; and

**WHEREAS**, the City Manager referred the concept of a form tenant residential lease for City-owned affordable housing projects, for consideration by the Finance and Citywide Projects Committee (FCWPC) at its September 12, 2014 meeting, and the FCWPC recommended that

the Administration proceed to draft a form lease for consideration and approval by the Mayor and City Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee; and approve, subject to final review and approval by the City Manager and City Attorney's Office, a standard form residential tenant lease, substantially in the form attached hereto and incorporated herein as Exhibit "1", having a one (1) year term, to be used by the City's Office of Housing and Community Services for tenants in city-owned affordable housing projects, without the need for additional City Commission approval for each individual lease; authorize the Administration to qualify all tenants pursuant to the applicable hud income-eligible guidelines and any other funding source restrictions affecting said housing projects; and further authorize the City Manager to execute each lease.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
PHILIP LEVINE, MAYOR

ATTEST:

\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

T:\AGENDA\2014\November\Residential Leases RESOLUTION.doc

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

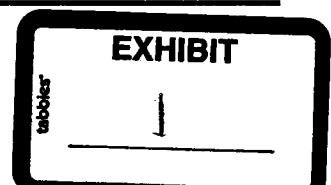
Donna P. [Signature] 11/25/14  
City Attorney [Signature] Date



**Residential Lease Agreement**  
**(for a term not to exceed one year)**  
**City of Miami Beach Affordable Housing Program**

**THIS RESIDENTIAL LEASE AGREEMENT** (herein referred to as "Lease Agreement") is made and entered this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_, by and between the City of Miami Beach (hereinafter referred to as "Landlord") and \_\_\_\_\_ (herein referred to individually and collectively as "Tenant").

1. **PROPERTY.** Landlord owns certain real property and improvements located at \_\_\_\_\_ ("Housing Project"). Landlord desires to lease to Tenant Unit No. \_\_\_\_\_, located in the Housing Project (hereinafter referred to as the "Premises"), based upon the terms and conditions contained herein.
2. **TERM.** This is a Lease for a period not to exceed one year ("Lease Term"), commencing on \_\_\_\_\_ ("Commencement Date") and ending on \_\_\_\_\_ at 11:59 PM ("Termination Date"). Upon the Termination Date, Tenant shall be required to vacate the Premises unless Landlord and Tenant have executed a new Lease Agreement.
3. **RENT.** Tenant shall make periodic rental payments to Landlord, in the sum of \$ \_\_\_\_\_, plus sales tax in the amount of \$ \_\_\_\_\_, per month (collectively "Rent") during the Lease Term. The Rent payment shall be due on the first (1<sup>st</sup>) day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay Rent. Rent payments shall be paid by valid check or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.
  - A. **Delinquent Rent.** If Rent is not received by Landlord on or before the fifth day of the calendar month, Rent shall be considered overdue and delinquent and Tenant shall pay Landlord a late charge of Five percent (5%) of the Rent payment ("Late Charge"). Additionally, any delinquent Rent payment shall accrue interest at the rate of twelve percent (12%) per annum ("Default Interest") or the highest rate allowed by law, whichever is less.
  - B. **Prorated Rent.** In the event that the Commencement Date is not the first (1<sup>st</sup>) day of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based upon a 30-day period.
  - C. **Returned Checks.** In addition to any Late Charge or Default Interest which may accrue under this Lease Agreement, in the event that any payment by Tenant is dishonored due to insufficient funds ("NSF"), a "stop payment" request, or any



other reason, Tenant shall pay Landlord the greater of \$30.00 or 5% of the amount of the check ("Returned Check Fee").

Furthermore, the Landlord may require in writing that Tenant pay all future Rent payments by money order or cashier's check.

- D. Order in Which Funds Are Applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including Late Charges, Default Interest, Returned Check Fee, charge-backs for repairs, and periodic utilities, then to Rent, regardless of notations on check.
- E. Rent Increases. There will be no rent increases during the Lease Term so long as Tenant continues to meet the Eligibility Guidelines for the Premises. If Tenant's household composition or income changes at any time during the Lease Term, Tenant must notify the Landlord in writing of such change. The Landlord will then be required to recertify the Tenant, based upon the Eligibility Guidelines for the Premises.

- 4. **SECURITY DEPOSIT.** Upon execution of this Lease Agreement, Tenant shall deposit with Landlord the sum of \$ \_\_\_\_\_ (which amount is equal to one month's Rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the Lease Term hereof. Landlord may place the security deposit in an interest bearing account, and any interest earned from Tenant's deposit shall be paid to Landlord or Landlord's representative.

- A. Refund. Upon termination of this Lease Agreement, all funds held by the Landlord as security deposit may be applied to the payment of accrued Rent and the amount of damages that the Landlord has suffered by reason of the Tenant's non-compliance with the terms of this Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities.
- B. Deductions. Landlord may deduct reasonable charges from the security deposit, including, without limitation, the following, in the following order:
  - (1) Late Charges, Default Interest, and Returned Check Fees;
  - (2) unpaid utilities;
  - (3) costs of repairing the Premises and its contents (for which Tenant is responsible under Lease Agreement);
  - (4) pet violation charges;
  - (5) cost of replacing light bulbs, unreturned keys, garage door openers, or other security devices;



- (6) costs related to the removal of unauthorized locks or fixtures installed by Tenant;
- (7) costs related to the packing and removal of garbage and abandoned property Left by Tenant at the Housing Project; and cleaning and painting (exceeding ordinary wear and tear);
- (8) costs related to the removal of abandoned or illegally parked vehicles;
- (9) costs in connection with re-leasing the Premises, including, advertising costs; and brokerage fees (if Tenant is in default);
- (10) attorney fees and court costs incurred by Landlord in any proceeding against Tenant;
- (11) unpaid Rent; and
- (12) other charges for which Tenant is responsible to pay under this Lease Agreement or pursuant to applicable laws.

If deductions exceed the security deposit, Tenant shall pay to landlord the excess within ten (10) days after Landlord makes written demand.

The execution of any subsequent new Lease Agreement, between Landlord and Tenant, shall be contingent upon Landlord being able to verify the following conditions:

- (1) All outstanding sums due under this Lease Agreement have been paid to Landlord;
- (2) the premises are being maintained in a safe, clean and working order, and being used as intended; and
- (3) tenant meets the applicable Eligibility Guidelines for the Premises.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family ("Authorized Residents") consisting of:

Name	Relationship	Date of Birth

The Premises shall be used exclusively as a private single dwelling and no part of the Premises shall be used at any time during the term of this Lease Agreement by the Tenant or Authorized Residents for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than a private single dwelling. Tenant shall not allow any other person, other than the Authorized Residents, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities. Further, the Tenant must live in the Premises and the Premises must be the Tenant's only place of residence.

6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order,

repair, and in a safe, clean and tenantable condition, and further accepts the condition of the Premises "As Is".

7. **ASSIGNMENT AND SUB-LEASING.** Tenants shall not assign this Lease Agreement, sublease the Premises, or grant any license to use the Premises or any part thereof. Any such assignment or sublease, shall be null and void, and, at Landlord's option, shall entitle Landlord to terminate this Lease Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the building or Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between the Landlord and Tenant, become the property of the Landlord and remain on the Premises at the expiration or earlier termination of this Lease Agreement.
9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease Term, through no fault of the Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is not tendered within such time, this Lease Agreement and all rights hereunder shall terminate.
10. **TERMINATION OF TENANCY.** The Tenant may request termination of this Lease Agreement via 30-day written notice prior to vacating the Premises. The Landlord, at its sole discretion, may agree to the early termination of the Lease Agreement.

The Landlord may terminate this Agreement for the following reasons:

- A. Tenant's material non-compliance with the Lease Agreement;
- B. if Tenant, any of the Authorized Residents, any guests of Tenant or of any of the Authorized Residents, or any other person under the control of Tenant or of any of the Authorized Residents are engaged in criminal activity;
- C. determination by the Landlord that Tenant, any of the Authorized Residents, any guests of Tenant or of any of the Authorized Residents, or any other person under the control of Tenant or of any of the Authorized Residents are engaged in criminal activity or are illegally using a drug that threatens the health, safety and right to peaceful enjoyment by the other residents of the Housing Project;
- D. determination by Landlord that Tenant, any of the Authorized Residents, any guests of Tenant or of any of the Authorized Residents, or any other person under the control of Tenant or of any of the Authorized Residents are engaged in a pattern of illegal drug use or alcohol abuse which interferes with the health, safety, or right to peaceful enjoyment of the residents of the Housing Project;
- E. determination by Landlord that Tenant, any of the Authorized Residents, any guests of Tenant or of any of the Authorized Residents, or any other person under the control of Tenant or of any of the Authorized Residents is fleeing to

avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the State of Florida or Federal government;

- F. determination that Tenant, any of the Authorized Residents, any guests of Tenant or of any of the Authorized Residents, or any other person under the control of Tenant or of any of the Authorized Residents is violating a condition of probation or parole under Federal or State law; and/or
- G. material non-compliance with the Lease Agreement including one or more substantial violations of the Lease Agreement or repeated minor violations of the Lease Agreement which disrupt the right to quiet enjoyment of the residents at the Housing Project and/or adversely impact the health or safety of any person.

If the Landlord proposes to terminate this Lease Agreement, the Landlord agrees to give Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this Agreement, for "other good cause," the termination notice must be mailed to the Tenant, via certified mail, and hand-delivered to the Premises at least thirty (30) days before the Tenant will be required to vacate the dwelling.

The Tenant is advised that tenant has ten (10) days within which to discuss the proposed termination of tenancy with the Landlord. The ten (10) day period will begin on the earlier of the date the notice was hand-delivered to the Premises or the day after the date said notice is mailed.

- 11. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 12. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on Premises except for water and sanitation services.
- 13. **MAINTENANCE, REPAIR AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement. Without limiting the generality of the foregoing, Tenant shall:
  - A. not obstructs driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - B. keeps all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - C. not obstruct or cover the windows or doors;
  - D. not leave windows or doors in an open position during any inclement weather;

- E. not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- G. keep all air conditioning filters clean and free of dirt;
- H. keep all lavatories, sinks, toilets and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were intended. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- I. maintain order in the Premises and at all places of the Housing Project, and shall not make or permit any loud or improper noises, or otherwise disturb other residents of the Housing Project;
- J. keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents of the Housing Project;
- K. deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements of the Housing Project;
- L. refrain from smoking within the Premises, including common areas, balconies and porches of the Housing Project; and
- M. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- N. neither litter the grounds or common areas of the Housing Project; nor destroy, deface, damage or remove any part of the Premises or the Housing Project;
- O. notify Landlord of any operational or condition issues with plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Premises or the Housing Project;
- P. abide by and be bound by any and all rules and regulations affecting the Housing Project which may be adopted or promulgated by the Landlord.

Unless otherwise indicated as Tenant's responsibility, Landlord shall maintain and repair the roof, porches, windows, exterior walls, screens, foundations, floors, structural

components, and steps; the heating and/or air conditioning equipment (except with respect to replacing the a/c filters, which is Tenant's responsibility); and keep the plumbing in reasonable working order for the Premises/Housing Project (except with respect to repairs caused by Tenant's negligence). Landlord shall also maintain the appliances in the Premises and provide periodic pest control service and lawn maintenance for the Housing Project.

14. **FURTHER CONDITIONS OF TENANCY/AFFORDABLE HOUSING PROGRAM/ELIGIBILITY GUIDELINES.** The Tenant's tenancy is contingent upon and must be in compliance with all rules, regulations and statutes pertaining to the tenancy in housing subsidized by the United States Department of Housing and Urban Development (herein referred to as "HUD") and its related funds, which include income-eligibility guidelines for the Housing Project, as may be amended from time to time; and any other applicable restrictive covenants encumbering the Housing Project (collectively referred to herein as "Eligibility Guidelines"), all of which are disclosed in Exhibit "A", attached hereto and incorporated herein by reference.

In addition, Tenant agrees to the following:

- A. Regularly Scheduled Re-certifications. Every year, no later than 30 days before expiration of Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's Rent payment. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant. Failure to provide this information in the timeframe indicated is deemed a default of this Lease Agreement and result in the Tenant being required to pay the higher, HUD-approved market rent for the Premises.
- B. Annual Criminal Background Screenings. Tenant acknowledges that criminal behavior at the Housing Project is prohibited. The Tenant and any of the adult Authorized Residents hereby agree to consent to a criminal background screening in connection with the approval of this Lease Agreement.

The Tenant hereby acknowledges that the arrest of the Tenant or any Authorized Resident, or any arrest of any guest of Tenant or Authorized Resident at the Housing Project during the Lease Term must be reported to the Landlord within forty-eight (48) hours of the date of arrest.

- C. Annual Property Inspections. The Landlord will conduct an annual inspection of the Premises prior to the execution or renewal of a Lease Agreement. If the inspection notes damages incurred by the Tenant, Tenant must make payment for the necessary repairs prior to the execution of a new Lease Agreement.

Failure of Tenant to pay for Tenant-incurred expenses is cause for default under this Lease Agreement.

15. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant or persons on the Premises with Tenant's consent (collective, "Casualty") this Lease Agreement shall terminate as of the date of said Casualty and Tenant shall immediately vacate the Premises. If Tenant vacates the Premises, Tenant shall not be liable for Rent that would have been due after the date of termination.

Should a portion of the Premises thereby be rendered unusable, the Landlord shall have the option of either repairing the portion of the Premises rendered unusable or terminating this Lease. In the event that Landlord exercises its right to repair such unusable portion, the rental shall be abated in the proportion that the unusable portion of the Premises bears to the whole Premises. The Premises shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease Agreement continues according to its terms. Notwithstanding the foregoing, if Tenant does not wish to remain at the Premises during said restoration period, Tenant may terminate this Lease Agreement by providing Landlord with thirty (30) days written notice and immediately vacating the Premises.

16. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Premises for the following purposes:

- A. to inspect the condition of the Premises;
- B. to make repairs;
- C. to show the Property to prospective tenants, prospective purchasers, fire marshals, lenders, appraisers, or insurance agents;
- D. to exercise a contractual or statutory lien;
- E. to conduct maintenance service including fumigation;
- F. to leave written notice; and

Landlord may prominently display a "for Sale" or "For Lease" or similarly worded sign on the Premises or Housing Project.

If Tenant fails to permit reasonable access under this section, Tenant will be in default.

17. **SUBORDINATION OF LEASE.** This Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future

advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. **SURRENDER OF PREMISES.** Upon expiration of the Lease Term or earlier termination of the Lease Agreement, Tenant shall surrender the Premises, swept clean, in the same condition as it was on the Commencement Date, excepting ordinary wear and tear thereof.
19. **ANIMALS.** There will be no animals, except those certified as a service animal, by an accredited, licensed agency. Landlord may remove or cause to be removed any unauthorized animal and deliver it to the appropriate local authorities by providing at least twenty-four (24) hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required maintenance (cleaning and painting) caused by any unauthorized animal.
20. **WATERBEDS.** The use of waterbeds shall be disclosed to Landlord in advanced and shall require a separate addendum to this Lease Agreement, which will require Tenant to secure an insurance policy, protecting Landlord from any damage and personal injury relating thereto. The installation of a waterbed without providing the requisite insurance and executing the addendum to this Lease Agreement shall be considered a default under this Lease Agreement.
21. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
22. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless Landlord, its elected officials, officers, employees and agents (collectively, the "City"), from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs by reason of any claim, suit or judgment arising or alleged to arise from, or relating to: (1) any breach by Tenant of the terms of this Lease Agreement or its representations and warranties herein; and (2) the negligent acts, errors, omissions, or misconduct of Tenant or any Authorized Residents; or of any family, guest, invitee, or contractor of Tenant or any Authorized Residents (collectively, Tenant Releasers"). Tenant agrees to give Landlord prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects Landlord.
23. **DEFAULT.** A default by Landlord shall be deemed to have occurred hereunder if Landlord fails to comply with section 13 or material provisions of this Lease Agreement within thirty (30) days after receipt of written notice, by Tenant specifying the noncompliance and indicating the intention of the Tenant to terminate the Lease Agreement, Tenant may then terminate the Lease Agreement.

A default by Tenant shall be deemed to have occurred hereunder, if and whenever (1) Rent is not paid when due whether or not any notice or demand for payment has been made by Landlord; or (2) Tenant has breached any of the obligations in section 13 or any other material provisions of this Lease Agreement (other than payment of rent) and Tenant fails to remedy such breach within thirty (30) days of delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease Agreement, in accordance with the provisions of section 10 herein.

If Tenant fails to pay Rent when due and the default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of Rent or possession of the Premises, Landlord may, at landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity, including terminating this Lease Agreement, in accordance with the provisions of section 10 herein.

In the event of any default hereunder by Tenant, and Landlord has obtained a writ of possession, or Tenant has surrendered possession of the Premises to Landlord, or Tenant has abandoned the Premises, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies:

- (A) Landlord may treat the rental agreement as terminated and retake possession for Landlord's own account, thereby terminating any further liability of the Tenant; or
- (B) Landlord may retake possession of the Premises for the account of Tenant, holding Tenant liable for the difference between the rent stipulated to be paid under this Lease Agreement and what the Landlord is able to recover from re-leasing; or
- (C) Stand by and do nothing, holding the Tenant liable for the Rent as it comes due.
- (D) Landlord may take possession of any property of Tenant abandoned or left on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to Tenant. Re-entry and removal may be effectuated by summary dispossess proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law;
- (E) Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease Agreement. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the expenses to which Landlord may incur in repossessing the Premises;



painting; putting the Premises in proper repair; advertising and brokerage fees; and any other expenses reasonably incurred by Landlord.

- (F) Additional Remedies; Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to a default.

24. **ABANDONMENT.** Abandonment shall be defined as failing to return to the Premises for 31 continuous days unless presented with documentation that tenant was unavoidably detained through hospitalization or governmental action. If at any time during the term of this Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of re-leasing, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease Agreement had continued in force, and the net Rent for such period realized by Landlord by means of re-leasing. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
25. **ATTORNEY'S FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants of this Lease Agreement, Tenant agrees to pay all court costs and reasonable attorneys' fees incurred by Landlord in connection therewith, including any appeals ensuing from said court proceedings.
26. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court.
27. **SEVERABILITY.** If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto as allowed by law, rule, ordinance or statute.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all parties hereto.
33. **NOTICE.** Any notice to Tenant required or permitted under this Lease or under state law shall be delivered by certified mail, return receipt requested or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises. All notices to Landlord shall be given by certified mail, return receipt requested or by hand delivery to Landlord at the following address:

**City of Miami Beach  
Office of Housing & Community Services  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Director**

**With a copy to:**

**City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: City Manager**

34. **LEAD-BASED PAINT DISCLOSURE.** If the Premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled, "Lead-Based Paint Disclosure" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
35. **WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS AGREEMENT, LANDLORD AND TENANT EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A

TRIAL BY JURY OR ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS LEASE AGREEMENT.

36. **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), the following disclosure is made: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radio and radon testing may be obtained from your County Public Health Unit."
37. **WAIVER OF NOTICE.** Tenant hereby waives his or her right to notice pursuant to Florida Statute 715.104.
38. **PENALTIES FOR SUBMITTING FALSE INFORMATION.** Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and Rent is a material noncompliance with the Lease subject to termination of the tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000.00 and imprisonment for up to five (5) years.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the respective parties thereunto duly authorized, this date and year first above written.

**FOR CITY:**

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

\_\_\_\_\_  
City Clerk, \_\_\_\_\_

\_\_\_\_\_  
City Manager, \_\_\_\_\_

**FOR TENANT:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

EXHIBIT "A"