

Utilities and Utility Allowances will be provided and paid promptly when due by the Landlord and/or Tenant as follows:

1. Landlord agrees to provide and pay promptly, when due, the following: utilities and/or service:
2. Tenant agrees to assume responsibility for utilities and/or agrees to a Utility Allowance, as established by Management and approved by Rural Development in accordance with 7 CFR 3560.202

Tenant shall pay at Tenant's expense all charges for the following utilities promptly when due:
(Mark each utility if to be paid for by Tenant).

Telephone	<input type="checkbox"/>	Gas	<input type="checkbox"/>
Cable T.V	<input type="checkbox"/>	Water	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	Sewer	<input type="checkbox"/>

Landlord must review Utility allowances annually and documentation to justify utility allowance must be maintained in housing project files in accordance with 7 CFR 3560.202 (d).

Charges for late rent payments and returned checks: A penalty for late payment of rent beyond the 10-day grace period as specified in 7 CFR 3560.209, may be assessed, but not to exceed the higher of \$10.00 or 5% of tenant's gross tenant contribution for each infraction. The penalty may be assessed only after due consideration by the Landlord of the circumstances causing the late payment. The Landlord may collect a fee of \$ any time a check is not honored for payment and/or may require payment by money order. Cash may be accepted with Landlord's prior written consent, which consent shall not be unreasonably withheld.

Tenant understands that should Tenant experience "rent overburden" (which means Tenant is paying more than 30% of their income for rent and utilities) the Landlord is encouraged to utilize any available and compatible government rental subsidies and/or assist Tenant in applying for Section 8 rental certificates or vouchers to minimize evictions.

V. TERMS AND PROVISIONS OF LEASE: Furthermore, the Tenant agrees to comply with the following Lease provisions and the Rules and Regulations which are accepted and attached as part of this Lease:

1. Income limits of Tenant households in projects operated under Plan I, Plan II, and Plan II-RA are established in accordance with applicable regulations. Tenant's household tenancy is subject to compliance with the terms of all applicable assistance programs covering the unit and/or property.
2. Tenant understands that income certification and verification are requirements of occupancy and Tenant agrees to promptly provide any certifications and income verifications required by the Landlord to permit determination of eligibility, and when applicable, the monthly contribution to be charged.

3. The Tenant agrees to provide the required income and assets information to Management in order to determine eligibility by completing Form 3560-8 "Tenant Certification" upon request before occupancy and at least annually thereafter. Occupancy of the unit is a consideration in the implementation of the Lease and Rules and Regulations
4. Tenant understands this apartment complex is financed by the Agency (Rural Development) and the Agency has the right to further verify information provided by the applicant/tenant.
5. Tenant agrees to immediately notify the Landlord of any permanent change in gross income and assets, or adjustments to monthly income or changes in the number of persons living in the household. Tenant understands rent or benefits may be affected as a result of this information. Tenant also understands that failure to report such changes may result in loss of benefits to which Tenant may be entitled or may result in the Landlord taking corrective action, if benefits were mistakenly received.
6. Tenant understands and agrees that Tenant's household will no longer be eligible for occupancy in this apartment complex if household income exceeds the maximum allowable adjusted income as defined periodically by Rural Development for the State of Ohio. Tenant further understands that Tenant will be required to move or pay an increased rent if household income increases above moderate income except persons who are elderly, disabled, or handicapped and living in a full-profit plan development.
7. Tenant understands that should Tenant receive occupancy benefits to which Tenant is not entitled due to Tenant's failure or the failure of others to provide information, or due to incorrect information provided by Tenant or on Tenant's behalf by others, or for any other household member (s), Tenant will be required to make restitution. Tenant agrees to repay any amount of benefits to which Tenant was not entitled.

Tenant understands the corrective action the Landlord may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any Rental Assistance (RA) or Section 8 Assistance being received for the balance of Tenant's certification period, initiation of a notice to increase Tenant's monthly rent to \$ _____ per month (note rate rent for Plan II projects or 125% of rent in Plan I projects) (Reference Form RD 3560-8, "Tenant Certification", Line 30a), initiation of a Notice of Termination. Tenant understands that one or more of these remedies may be initiated at the option of the Landlord. **Tenant also understands that the submission of false information could result in the initiation of legal action by the Agency (Rural Development).**

8. **Applicant/Tenant certifies that the unit will serve as the household's primary residence.** Tenant understands that Tenant must promptly notify the Landlord of any extended absences. If Tenant does not personally reside in the unit for a period exceeding sixty (60) consecutive days for reasons other than health or emergency, Tenant's net monthly contribution shall be raised to \$ _____ per month (Note rate rent for Plan II projects or 125% of rent in Plan I projects) (Reference Form RD 3560-8, Line 30a) for the period of Tenant's absence exceeding sixty (60) consecutive days. Tenant also understands that should any RA be suspended or reassigned to other eligible Tenants, Tenant is not assured that RA will still be available to Tenant upon Tenant's return. Tenant also understands that if Tenant's absence continues, the Landlord will take appropriate steps to terminate tenancy.

9. Tenant shall use the apartment unit only for a private dwelling and for no other purpose; and agrees not to assign this Lease, nor sublet or transfer possession of the apartment; nor give accommodation to boarders, lodgers or others; nor to use or permit the use of the apartment unit for any other purpose than a private dwelling solely for the Tenant, Co-Tenant and others as shown in this Lease.
10. Applicant/Tenant understands that the apartment project is financed by the U.S. Department of Agriculture (USDA). As such, the project is subject to the following acts:
 - Title VI of the Civil Rights Acts of 1964;
 - Title VIII of the Fair Housing Act;
 - Section 504 of the Rehabilitation Act of 1973;
 - The Age Discrimination Act of 1975; and
 - The Americans with Disabilities Act

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex and familial status (Not all prohibited bases apply to all programs).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

11. Tenant grievance procedures (7 CFR 3560.160) must be permanently posted in a conspicuous place at the housing project and the Landlord must maintain copies at the project's management office for inspection upon request. Each tenant must receive a copy of Agency summary of tenant's rights when a lease agreement is signed. Tenant should direct tenant's grievances to the resident manager at the project office. Should the Tenant issues not be resolved by the resident manager, Tenant may submit grievances in writing to the borrower/management company as follows:

NAME:
ADDRESS:
CITY, STATE, ZIP:

12. Tenants shall maintain order in the building, shall not permit or cause excessive noise, or cause and permit disruptive behavior, or allow and cause repeated and intentional interference with the rights of the other tenants. Any action or conduct of the Tenant which disrupts the livability of the project, adversely affects the health and safety of any person, or the rights of any Tenant to the quiet enjoyment of the leased premises and related project, or any action that would have an adverse financial effect on the project can be used as grounds for termination of the Lease and/or eviction.
13. Should any Rural Development subsidies paid to the Landlord on behalf of the Tenant be suspended or canceled due to a monetary or non-monetary default by the Landlord, the monetary payment made by the Tenant to the Landlord shall not change over that which would have been required had the subsidy remained in place for the term of the Lease.
14. The Landlord must establish and enforce rules to ensure there are reasonable accommodations to persons(s) who are disabled.

15. The Landlord/Agent agrees to accept rental payments without regard to other charges owed by the Tenant or Co-Tenant to Management and to seek separate legal remedy for collection of any other charges which may accrue to the Landlord/Agent from Tenant.
16. Tenant understands and agrees that if household is no longer eligible for occupancy under the housing project's occupancy rules or do not meet the criteria set forth in 7 CFR 3560.155 {c} and {e} Tenant must vacate the property within 30 days of being notified by the borrower that Tenant household is no longer eligible for occupancy or at the expiration of Lease, whichever is greater, unless the conditions cited in 7 CFR 3560.158 {c} exist.
17. Upon a change in ownership, as approved by Rural Development, this Lease will be transferred to the new Owner.

VI. OCCUPANCY POLICY AND GUIDELINES: In accordance with CFR 3560.155, when eligible tenants are either over housed or under housed the Landlord must transfer the tenant household to the next available rental unit of suitable size prior to selecting an eligible applicant from the waiting list. Occupancy of eligible Tenants will be determined in accordance with the following Landlord's occupancy policies:

	<u>Minimum</u>	<u>Maximum</u>
One Bedroom		
Two Bedrooms		
Three Bedrooms		
Four Bedrooms		

Tenant is permitted to have a guest(s) visit Tenant's household. However, if the Landlord suspects that a guest of Tenant is an unauthorized occupant of the Apartment unit, Landlord shall have the right to request evidence of such guest's domicile. Should evidence of domicile not be provided or should the facts of the situation establish that the guest is in fact domiciled in the apartment, then the Landlord may consider such person to be a member of the Tenant's household and will enforce any Lease covenants violated as a result thereof and/or require recertification. The person must pass the screening criteria, provide and cooperate with management to allow completion of verification of income and assets before the person can be added to the Lease. All Tenants and Co-Tenants, both existing and the new person agree to sign a new tenant certification form and to the increase or decrease in tenant contribution and to acknowledge the new household member.

VII. SECURITY DEPOSIT (7 CFR 3560.204): A security deposit in the amount of \$ _____ is hereby acknowledged by the Landlord. These funds may be used by the Landlord at the time the unit is vacated by the Tenant towards reimbursement for the cost of damages when reasonable and customary for the area for:

1. Repairing any intentional or negligent damages to the premises beyond normal wear and tear caused by the Tenant, his family, dependents or guests, or other charges for;
2. Cleaning not performed prior to vacating,
3. Unpaid late charges,
4. Dishonored check charges, and/or
5. Unpaid rent

Tenant understands that security deposit will be forfeited, if proper notice to vacate is not given to the Landlord as required by the Lease.

Tenant and Landlord shall jointly conduct a move-in inspection of the Apartment and shall complete a move-in checklist upon which notations shall be made concerning any previous tenant damages and the general condition of the apartment. This move-in checklist will be signed by both Landlord and Tenant and placed in the Tenant's file. Prior to move-out, the move-in checklist will be used by the Tenant and the Landlord's agent to determine the condition of the unit, and Landlord and Tenant shall make a record of any Tenant damages not included on the move-in checklist. A copy of the move-in and move-out inspection report will be provided to the tenant. Any charges against the security deposit must be fair, reasonable, and in the form of an itemized account presented to the Tenant, unless the Tenant has abandoned the project and his/her whereabouts are unknown and cannot be ascertained after reasonable inquiry.

Security deposits must be handled in accordance with the State or Local laws governing such and held in trust by the borrower for the respective Tenant.

VIII. PERIODIC INSPECTIONS: Landlord agrees to maintain the Project in a decent, safe and sanitary condition in accordance with state and local housing codes, Rural Development regulations and fair housing requirements, and acknowledges that its liability for failure to so maintain the Project shall be governed by applicable local, state and federal laws and regulations. Landlord may conduct periodic inspections of the Apartment. Tenant will be given twenty-four (24) hours written notice prior to Landlord or its agent, janitor, watchman and/or employee entering the Apartment, through use of a pass key or otherwise, to conduct such periodic inspections, routine maintenance or non-emergency repairs or to exhibit the Apartment to new tenants or prospective purchasers of the Project. Landlord or its agent may enter the Apartment without notice in the event of an emergency. Tenant shall promptly notify Landlord, in writing, of the need for repairs to the Apartment or the Project.

IX. TENANT RE-CERTIFICATION: Tenant households must be recertified and must execute a Form 3560-8, "Tenant Certification" or HUD approved form (when the unit utilizes HUD Section 8 Rent Subsidy) at least annually. Tenant may request a re-determination of their monthly Tenant contribution under the following circumstances:

1. Changes in number and age of Tenant's household members living in the Tenant's household.
2. Interim re-certifications will occur when the Tenant's income increases or decreases. This must be completed if there is an increase in the permanent tenant gross income of \$100.00 or more per month (\$1,200 per year) and must be completed when a tenant requests a recertification or changes of \$50.00 (\$600 per year) or more per month.
3. Should a Tenant household's income increase above moderate income, the Tenant shall be advised if the household will be required to move or pay an increased rent.

X. ESCALATION CLAUSE: The Landlord reserves the right to raise the monthly rental payment due to higher utility and other operating costs prior to the expiration of the Lease. Such increase must be approved by Rural Development in accordance with the appropriate Rent Increase Procedure (7 CFR 3560.205). The increase can become effective thirty (30) days after such notice is given. In the event of rent increase, all of the terms and conditions of this Lease will remain in full force; however, at the option of the Tenant, this Lease may be canceled by the Tenant with a thirty (30) day written notice.

The amount of Tenant contribution is subject to the Landlord's right to increase Tenant contribution in accordance with the appropriate regulations and provisions of this Lease. Changes in basic and/or note rents approved by Rural Development in accordance with 7 CFR 3560.205 may be implemented upon giving Tenant written notice equal to the notice period. No increase in Tenant contribution to rent will take place due to prepayment of the loan during the term of this Lease.

Proposed changes in rent must be made available to each Tenant at least thirty (30) days in advance of implementation. Tenant understands that Tenant has the right to comment on any increase in rent to the address provided in the notification of the proposed rent change.

If there is a change in tenant status or the tenant's failure to properly recertify, the tenant contribution may be changed prior to expiration of the Lease.

XI. LETTER OF PRIORITY ENTITLEMENT (LOPE):

1. Tenant with a Letter of Priority Entitlement (LOPE) issued according to 7 CFR 3560.655(d), who is temporarily occupying a unit for which tenant is not eligible has the responsibility to move and must move to a suitable unit when one becomes available in the housing project.
2. If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements, or any other cause, Management may elect to terminate this Lease immediately and may elect not to rebuild or restore the destroyed or damaged premises by giving Tenant written notice. If the destruction or damage was not caused by Tenant's fault or negligence, upon termination of this Lease pursuant to this section, Tenant contribution shall be prorated and the balance if any, refunded to Tenant.
3. Prepayment. All Leases used in connection with the Rural Development financed housing projects are subject to the prepayment requirements. Therefore, Leases signed after notification of intent to prepay, but prior to prepayment, may be for a term, which ends on the date of prepayment. Leases for Tenants who entered the project with a Letter of Priority Entitlement, and who are temporarily occupying a unit for which they are not occupancy eligible, will have a clause inserted in their Lease that they will move to an eligible unit when one becomes available. No Tenant contribution to rent may be increased by reason of prepayment for the term of this Lease.
4. Acceleration and Foreclosure: Tenant understands there will be no escalation in Tenant contribution when rental assistance or interest credit is terminated due to the fault of management or the owner, or due to liquidation and acceleration of the note. The Tenant contribution will remain as if interest credit and/or rental subsidies were still in place and available had the acceleration not occurred; and the terms of the lease will remain in effect until the date acceleration and/or foreclosure is resolved.

XII. VACATING THE RENTAL UNIT

1. Tenant understands that Tenant may terminate this Lease with a thirty (30) day written notice of intent to vacate to the Landlord at any time prior to expiration of its term for "good cause," such as moving to another location for employment, loss of job, severe illness, death of spouse or other reason(s) customary or mandatory in the community. Unless the Tenant validly terminates the Lease as provided in this paragraph, Tenant shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to the Landlord's obligation to mitigate its losses. In the event owner prepays the Rural Development loan, a tenant may terminate his/her lease after providing thirty (30) days written notice to owner.

2. The Tenant's move-out notice must terminate the Lease: (place an "X" beside selection)

On the last day of the month following the next rental due date, or

On the exact day designated in the move-out notice, but no sooner than thirty (30) days prior to the rent due date and after the date of the move out notice.

(If neither is checked, the second option above shall control.) Verbal notice is not sufficient.

3. Tenant understands that, should Tenant's household occupy a rental unit accessible to individuals with disabilities (and not need these features), priority for said unit is given to those persons who need the special physical design features. Tenant acknowledges that Tenant's household is permitted to occupy the handicapped-accessible unit until Management issues a written notice that a priority applicant is on the waiting list and Tenant's household will be required to move within 30 days if another suitably sized unit without accessibility features is available in the project. If a suitably sized unit is not available in the project within 30 days, Tenant may remain in the unit until the first available unit in the project becomes available and then must move within 30 days.

Upon receiving this notice, Tenant agrees to move at: **(Select One by placing an "X")**

Tenant's own expense **shared expense** **project expense** . Tenant further understands that Tenant's rental rate for the unit will change, when appropriate, to the rental rate for the unit Tenant moved to and this Lease will be modified accordingly.

4. A Tenant's household tenancy still exists during the time the Tenant's household personal possessions remain in the apartment unit after the Tenant household has personally ceased occupancy with the intent to vacate and leave the project, until such time the personal possessions have been removed voluntarily or by legal means subject to the provision of State or Local law in such matters. Tenant understands that Rental Assistance cannot be collected at another unit in another project.

XIII. MISREPRESENTATION BY TENANT OR LANDLORD: Misrepresentation by the Tenant or Landlord of the facts upon which rent or eligibility determinations are based will be investigated by the Servicing Office of Rural Development; and, if warranted, a report will be submitted to the State Director. The State Director will take the appropriate action in accordance with Rural Development policies and procedures.

XIV. ILLEGAL CONTROLLED SUBSTANCE, DOMESTIC VIOLENCE AND/OR ILLEGAL WEAPONS AND GUNS: It is understood that the use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by Local, State, or Federal law) or illegal weapons and guns while in/on any part of this apartment complex is an illegal act. It is further understood that such action is a material Lease violation. Such violations (hereinafter called 'illegal violations') may be evidenced upon the admission to or conviction of a drug violation or the use of or conviction for use of illegal weapons and guns. It is further understood that domestic violence will not be tolerated, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements.

The Landlord may require any Tenant or other adult member of the Tenant's household occupying the unit (or other adult or non-adult person outside the Tenant's household who is using the unit) who commits an illegal violation or domestic violence to vacate the leased unit permanently, within timeframes set by the Landlord, and not thereafter enter upon the Landlord's premises or the Tenant's unit without the Landlord's prior consent as a condition for continued occupancy by members of the Tenant's household.

The Landlord may deny consent for entry unless the person agrees to not commit an illegal violation or domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to an illegal violation or domestic violence, or has completed a counseling or recovery program.

The Landlord may require any Tenant to show evidence that any non-adult member of the Tenant's household occupying the unit, who committed an illegal violation or domestic violence, agrees to not commit an illegal violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, completed a counseling or recovery program within timeframes specified by the Landlord as a condition for continued occupancy in the unit. Should a further illegal violation or domestic violence be committed by any non-adult person occupying the unit, the Landlord may require the person to be removed from tenancy as a condition for continued occupancy by the Tenant.

If a person vacating the unit as a result of the above policies is one of the Tenants or Co-Tenants, the person shall be removed from the tenancy and the Lease shall continue among any other remaining Tenants and the Landlord. The Landlord may also, at the option of the Landlord, permit another adult member of the household to become a Tenant. Should any of the above provisions governing an illegal violation or domestic violence be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not replace any rights of Tenants afforded by law.

XV. MODIFICATION OF LEASE - NOTIFICATION TO TENANTS

1. The Landlord may modify the terms and conditions of the Lease, with Rural Development prior consent, effective at the end of the initial term or a successive term, by serving an appropriate notice on the Tenant together with the tender of a revised Lease or an addendum revising the existing Lease. This notice and tender shall be sent to the Tenant by first class mail (properly stamped and addressed) or delivered at the premises to an adult member of the household.
2. The date on which the notice shall be deemed to be received by the Tenant shall be the date on which the first class letter is mailed or the date on which the copy of the notice is delivered to the premises. The notice must be received at least thirty (30) days prior to the last date on which the Tenant has the right to terminate the occupancy without executing the revised Lease.
3. The notice must advise the Tenants that they may appeal modifications to the Lease in accordance with 7 CFR 3560.160, Tenant Grievance Procedure, if said modification will result in a denial, substantial reduction, or termination of benefits being received. The same notification will be applicable to any changes in the Rules and Regulations for the project.

XVI. MAINTENANCE: The Landlord has a responsibility to maintain the building(s) and common area(s) in a decent, safe, and sanitary condition in accordance with local housing codes and Rural Development regulations. The Tenant may enforce the above responsibilities of the Management through legal action.

All equipment such as stoves, refrigerators, range hoods, and smoke detectors provided by the Landlord/Agent are to be maintained by the Landlord/Agent. Occupants of the apartment units are to notify the Landlord/Agent and/or caretaker when malfunctions occur. In no event should the occupants attempt to repair, adjust, dismantle or make inoperative, any equipment in the units without the expressed written authorization of the Landlord/Agent. Failure to adhere to this provision and/or to willfully tamper with, make inoperative or dismantle, such equipment could result in a material noncompliance with the Lease Agreement and thus be grounds for termination of the Lease.

Tenant shall maintain the unit in a clean and sanitary manner. Tenant shall remove garbage and other waste from the unit, including grounds and or common area immediately outside the unit.

Tenants shall not obstruct or block in any manner doorways, entries, halls, stairways, or sidewalks, nor use the same for any purpose other than ingress and egress to and from their respective premises. Tenants shall not throw objects or materials of any kind from windows or doors, or down stairways into any hallway or court area, or hand anything outside windows or any windowsill. Tenants shall not allow spikes, hooks, nails, screws, tacks, or other objects driven into walls, ceilings, or woodwork of leased premises to allow anything to be attached to such walls, ceilings, or woodwork without the consent of the Landlord or Management Agent.

Tenants shall not keep or harbor any dogs, cats, or other animals in or about the buildings as pets, unless authorized by the Landlord, with the exception that no rule will be established that would prohibit the tenancy of a Tenant household member who requires the services of a trained and certified service animal to achieve the normal function of that household member.

XVII. TERMINATION OF LEASE AGREEMENT AND EVICTION (7 CFR 3560.159): The process for termination of tenancy and eviction offers the Tenant certain entitlements to continue occupancy. These entitlements are, but not limited to, the following and are in accordance with Rural Development's policies and procedures.

The Landlord may not terminate or refuse to renew any Tenant Lease, except upon material noncompliance with the Lease, material noncompliance with the occupancy rules, or for other good cause. Any termination or refusal to renew tenancy may be grounded upon material noncompliance with the Lease, noneligibility for tenancy, or action or conduct of the Tenant which disrupts the livability of the project, adversely affects the health or safety of any person, or the right of any Tenant to the quiet enjoyment of the leased premises and related project and its facilities, or has an adverse financial affect on the project. **Expiration of the Lease period is not sufficient grounds for eviction of a Tenant.**

1. Material Noncompliance: Material noncompliance with the Lease includes:

- a) One or more substantial violations of the Lease; or
- b) Nonpayment or repeated late payment of rent or any other financial obligation due under the Lease (including any portion thereof) beyond any grace period constitutes a substantial violation, or

- c) Admission to or convictions for use, attempted use, possession, manufacture, selling, or distribution of an illegal controlled substance, domestic violence, or illegal weapons and guns.

2. Other Good Causes:

- a. Repeated minor violations of the Lease, which disrupts the harmony of the project by adversely affecting the health and safety of any person, or the right of any Tenant to the quiet enjoyment of the leased premises and related facilities, or has an adverse financial effect on the project.
- b. The Landlord must base the decision on current objective data, not on supposition that the tenant may or could pose a harm or threat to other persons or property.
- c. Conduct cannot be considered "other good cause," unless the Landlord has given the Tenant prior notice that conduct constitutes a basis for termination of occupancy.

3. Notice of Lease Violation: Any notice to terminate tenancy must be based on material violation of the Lease terms or for other documented good cause as determined by the Landlord or the Apartment Manager.

- a. The notice of intent to terminate the tenancy will be handled according to the terms of the Lease. Tenants will be given prior notice of Lease violations according to Federal, State, or Local law.
- b. The notice shall be accomplished by sending a letter by first class mail to the Tenant or member at his or her address at the project, or by serving a copy of the Notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the Notice under or through the door (if possible), or by affixing the Notice to the door. Service shall not be deemed effective until either method of Notice as described herein has been accomplished. The date on which the Notice shall be deemed to be received by the Tenant or member, shall be the date on which the required first class letter is mailed, or the date on which the Notice provided for in this paragraph is properly given, whichever method of service is used.

4. Notice of Termination: Upon tenant's failure to meet the condition(s) or correct the violation(s) stated in the Notice of Lease Violations, Tenant will be notified that the tenancy is terminated and that eviction will be sought through the Court according to State or Local law.

XVIII. KEYS AND LOCKS: Upon termination of the Lease of premises, the Tenant will return all keys to doors, closets, and storerooms. A charge of \$ will be required for each replacement key. Keys may not be duplicated by the Tenant.

XIX. HOUSING BUILT PRIOR TO 1978: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

The Lease, when signed by all parties, is a binding legal obligation. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS!

Any party to this Lease retains full right to any other means of redress available to them.

Dated this Day of 20 .

BY: _____
NAME (LANDLORD/AGENT)

BY: _____
NAME (TENANT)

(TITLE)

(CO-TENANT)

(CO-TENANT)

- Attachments: () Occupancy Rules and Regulations of Apartments
() Form 3560-8, "Tenant Certification" or HUD Approved Form
() Lease Addendum – Plan II Interest Credit Only
() Lease Addendum – Plan II Interest Credit and RA
() Tenant Grievance Procedures
() Pet Policy
() Addendum – Agreement to Renew Lease