



**RESIDENTIAL LEASE**

This Lease made this \_\_\_\_\_ of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter “Landlord”) through his/her/ its authorized agent, MetroPlains Management, LLC (hereinafter “Management”) and \_\_\_\_\_ (hereinafter “Tenant”).

1. Terms of Lease. In consideration of the Tenant contribution (rent) and the covenants contained herein, Landlord does hereby lease to tenant, and the tenant does hereby hire and take from Landlord the following described Premises, situation in the County of \_\_\_\_\_, State of Minnesota to wit:

Apartment No. \_\_\_\_\_ located at (street address) \_\_\_\_\_ for the term of one (1) year to commence on the \_\_\_\_\_ day of \_\_\_\_\_, and to end on the \_\_\_\_\_ day of \_\_\_\_\_.

2. Notice. The Tenant shall give Landlord a minimum of 30 days of written notice of intent to vacate the Premises (the notice is one full month unless otherwise indicated here).

**RENT PROVISIONS**

3. Tenant Contribution. Tenant agrees to pay as Tenant Contribution (monthly rent), the sum of \_\_\_\_\_ on or before the first day of each month. Tenant shall pay rent at \_\_\_\_\_ or such other place as designated by Landlord. An Occupancy Surcharge is collected on occupied units in projects where a loan was made or insured pursuant to a contract entered into on or after June 16, 1990.

Utilities included in rent:	Heat	<input type="checkbox"/>
	Water and Sewer	<input type="checkbox"/>
	Garbage	<input type="checkbox"/>
Utilities paid by Tenant:	Electric	<input type="checkbox"/>
	Telephone	<input type="checkbox"/>
	Cable	<input type="checkbox"/>
	Other	<input type="checkbox"/>

Tenant agrees to pay utility charges promptly when due.

The amount of Tenant Contribution is subject to Landlord’s right to increase the Tenant contribution in accordance with Rural Development regulations and provisions of this Lease. Changes in Basic and/or Note Rate rents, such as shelter costs change, Contribution changes, or notice of ineligibility approved by Rural Development 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 when rental assistance or interest credit is terminated due to the fault of management or the owner, or due to liquidations and acceleration of the note during



the term of this Lease.

4. Modification of Tenant Contribution.

For Operations Under RHCDS Rental Assistance (RA) (Disregard for non-RA).

- A. "I understand and agree that as long as I receive rental assistance, my gross monthly Tenant Contribution (as determined on the latest Form RD 3560-8, which must be attached to this Lease) for rent and utilities will be \_\_\_\_\_. If I pay any or all utilities directly (not including telephone or cable TV), a Utility Allowance of \_\_\_\_\_ will be deducted from my gross monthly contribution and my resulting net monthly contribution will be \_\_\_\_\_. If my net monthly contribution would be less than zero, the Landlord will pay me \_\_\_\_\_."
- B. "I also understand and agree that my monthly contribution under this Lease may be raised or lowered, based on changes in the household income or adjustments to income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this Contract. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Landlord and RHCDS expires, I understand and agree that my monthly Tenant Contribution may be adjusted to no less than \_\_\_\_\_ (Basic), nor more than \_\_\_\_\_ (Note Rate) during the remaining term of this Lease, except that based on the escalation clause of this Contract, these rates may be changed by a Rural Housing & Community Development Service (RHCDS) approved rent change." The Tenant Contribution will not increase if rental assistance is terminated due to actions of Landlord.
- C. "I understand that every effort will be made to provide rental assistance so long as I remain eligible and the rental assistance agreement between the Landlord and RHCDS remain in effect. However, should this assistance be terminated, I may arrange to terminate this Lease, giving proper notice as set forth elsewhere in this Lease."

For Operations Under Plan II interest Credit Only (Delete for other than Plan II interest Credit)

"I understand and agree that my gross monthly contribution as determined on the latest Form RD 3560-8, which must be attached to this Contract, for rent and utilities will be **NA**.

"If I pay any or all utilities directly (not including telephone or cable TV), a Utility Allowance of **NA** will be deducted from my gross monthly rent charge, except that I will pay not less than the Basic Rent nor more than the Note Rate rent charge stated below. My net monthly rent charge will be **NA**. I understand that should I receive rental subsidy benefits (interest credit) to which I am not entitled, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled. I also understand and agree that my monthly Tenant rent charge under this Lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and ages of persons living in the household, and on the escalation clause in this Lease. My rent charge will not, however, be less than **NA** (Basic), nor more than **NA** (Note Rate) during the term of this Contract, except that based on the escalation clause in this Lease, these rental rates may be changed by a Rural Housing & Community Development Service (RHCDS) approved rent change."

5. Income Changes. I agree that I must immediately notify the Landlord when there is a change in

my gross income or adjustment to income, my citizenship changes, or the number of persons living in the household changes. I understand that my rent or benefits may be affected as a result of this information. I also understand that failure to report such changes may result in my losing benefits to which I may be entitled or may result in the Landlord taking corrective action if benefits were mistakenly received. I understand that the corrective action that the Landlord may take includes initiation for demand for repayment of any benefits for rental subsidies improperly received, initiation of a notice to cancel any rental assistance or Section 8 assistance being received for the balance of my certification period, initiation of a notice to increase my monthly rent to \_\_\_\_\_ per month (Note Rate rent for Plan II Projects or 125% of rent in Plan I Projects) or, initiation of a notice of termination. I understand that one or more of these remedies may be initiated at the option of the Landlord.

6. Late Fee and Returned Check Fee. If Landlord does not receive the rent by the **10th** day of the month, Tenant must pay a late fee of **\$10.00** as additional rents if requested in writing by Landlord. Tenant shall also pay **\$25.00** for each unpaid check returned by Tenant's bank. Rent is "Paid" when Landlord receives it, not when mailed or sent by Tenant.

7. Security Deposit. In addition Tenant contributions specified herein, Tenant shall pay Landlord a Security Deposit of \_\_\_\_\_. Landlord may use the Security Deposit to cover Tenant's failure to pay rent or other money due Landlord or to return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

Within twenty one (21) days after the tenancy ends if Tenant gives Landlord a forwarding address in writing, Landlord shall return the full Security Deposit or send a letter explaining what was withheld and why.

8. Each Tenant Responsible. Each Tenant is responsible for all money due to Landlord under this Lease or as a result of any breach of this lease and each Tenant is responsible for paying the full amount of such debts, not just a proportionate share.

### MANAGEMENT/NOTICE PROVISIONS

9. Management. The person authorized to manage the Premises is:

Name: MetroPlains Management, LLC  
Street Address: \_\_\_\_\_  
City, State, and Zip code: \_\_\_\_\_  
Telephone: \_\_\_\_\_

10. Landlord. The Landlord of the Premises or Management Agent authorized to accept service of process and receive and give receipts or notices and demands is:

Name: MetroPlains Management, LLC  
Street Address: \_\_\_\_\_  
City, State, and Zip code: \_\_\_\_\_  
Telephone: \_\_\_\_\_

I understand the project (Premises) is financed by Rural Housing and Community Development

Service (RHCDS) and is subject to Title VI of Civil Rights Act 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.

### **GENERAL PROVISIONS OF LEASE**

11. Eligibility for Occupancy. I understand that I will no longer be eligible for occupancy in this project if my income exceeds the maximum allowable adjustable income as defined periodically by the RHCDS for the State of Minnesota. I understand that I may be required to move or pay an increased rent if household income increases above “moderate income” as defined by RHCDS. (This clause does not apply to leases for persons who are elderly, disabled or handicapped and living in a full-profit plan development). I agree that I will move out of the project within thirty (30) days of being notified by the Landlord that I am no longer qualified for occupancy unless the conditions cited in 7 CFR 3560.158 (c) exist.

12. Benefit Reimbursement. I understand that should I receive occupancy benefits to which I am not entitled due to my failure to provide information or due to false or incorrect information provided by me or on my behalf by others, or for any other household member, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled. I also understand the foregoing may result in the initiation of legal action by RHCDS.

13. Certification. I understand that income certification is a requirement of occupancy, and I agree to promptly provide any certifications and income verifications required by the Landlord to permit the determination of eligibility and, when applicable, the monthly tenant contribution to be charged. I understand that upon failure to provide the necessary information I will be required to pay Note Rate rent and eviction proceedings may be started as of the due date for the certification since an annual certification is required for continued occupancy. Tenant Contribution and eligibility determination will be made by the management at least every twelve (12) months, or whenever management is aware of significant changes in Tenant’s income and/or household and is required by RHCDS regulations. Tenant may request re-determination of Tenant Contribution if significant changes occur in income and/or household size. The Tenant will provide all necessary income verifications, names and ages of household members, and in congregate facilities, essential information that would enable management to determine whether the project provides the services requested by the Applicant/Tenant and/or to determine how to best serve the Applicants/Tenants/Members request with reasonable accommodations, referral service, etc.

14. Compliance. I understand that the household tenancy is subject to compliance with the terms of all applicable assistance programs covering the unit and/or project.

15. Foreclosure. I understand that during any acceleration or foreclosure proceedings that the Tenant Contribution must remain as if interest credit and/or rental subsidy were still in place and available had acceleration not occurred; and the terms of the lease shall remain in effect until the date acceleration and/or foreclosure is resolved.

16. Letter of Priority. I understand that if I am temporarily occupying a unit pursuant to a Handbook

Letter 201, Letter of Priority Entitlement (LOPE) for which I am not eligible, I will move when a suitable unit becomes available.

17. Wage Match. This project is financed by RHCDS and RHCDS has the right to further verify information provided by the applicant pursuant to wage match procedures and other information.

18. Guests. Tenant agrees that any guest who occupies the Premises *14 days or more* consecutively will be considered a member of the household and Tenant is required to notify Landlord to add the guest to the tenant certification.

19. Vacating. Tenant agrees to vacate the apartment before 12:00 noon on the termination date of this lease or any renewal or extension as provided in this Lease. If Tenant fails to vacate on or before the required date, he/she shall be liable to management for any and all losses incurred by management, such as loss of Tenant contribution, court costs and attorney fees. Upon vacating, Tenant agrees to leave the Premises in good condition except for ordinary wear and tear.

Tenant shall completely vacate the Premises including storage units, garage and parking stalls, if applicable. Tenant understands that tenancy still exists during the time that the Tenant's household personal possessions remain in the apartment unit after the Tenant's household has personally ceased occupancy with the intent to vacate and leave the Project, until after such time, as the personal possessions have been removed voluntarily or by legal means, subject to provisions of state and local law in such matters. Upon vacating the Premises Tenant shall give Landlord a forwarding address. Tenant shall give Landlord all keys to the Premises and mailboxes. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

20. Destroyed or Untenable Premises. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control either Landlord or Tenant may end this lease. To end the Lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be pro-rated as of the date the Premises become unfit for occupancy. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this lease. Landlord shall give prompt written notice to Tenant.

21. Abandoned Personal Property. Abandoned personal property will be handled in accordance with state laws.

22. Notice of Termination and/or Eviction. In the process for termination of tenancy and eviction, the Tenant has certain entitlements to continue occupancy. These entitlements are, but are not limited to, the following and are in accordance with RHCDS's policies and procedures. General: The Landlord may not terminate or refuse to renew any tenancy except on material non-compliance with the Lease or for other good cause. Any termination or refusal to renew tenancy may be grounded on material non-compliance with the Lease, non-eligibility for tenancy, or action or conduct of the Tenant which disrupts the livability of the project by being a direct threat to the health or safety of any person or the right to any tenant to the quiet enjoyment of the leased premises and related project facilities or that results in substantial physical damage causing an adverse financial effect on the project or the property except when such threat can be removed by applying a reasonable accommodation. Expiration of the lease period is not sufficient

grounds for eviction of a Tenant.

Material Non-Compliance. Material non-compliance with the Lease includes:

- (a) One or more substantial violations of the Lease;
- (b) Repeated minor violations of the Lease, which disrupts the livability of the project by adversely affecting the health or safety of any person, or the right of any Tenant to the quiet enjoyment of the leased premises and related project or has an adverse financial affect on the project. Non-payment or repeated non-payment of rent, utilities, or any other financial obligation due under the Lease (including any portion thereof) beyond any grace period constitutes substantial violations; or
- (c) Admission to or conviction for use, attempted use, possession, manufacture, selling, or distribution of any illegal controlled substance that: ( i ) is conducted in or on the Premises by the Tenant or someone who is under the Tenant's control; (ii) is allowed to happen by a household member or guest because the Tenant has not taken reasonable steps to prevent or control such illegal activity, or because the Tenant has not taken steps to remove the household member or guest who is conducting the illegal activity.

Other Good Causes: Conduct cannot be considered other good cause unless the Landlord has given the Tenant prior notice that the conduct will constitute a basis for termination of Tenancy.

A. If a Material Violation occurs, the Management will issue to Tenant a Notice of Lease Violation. The Landlord or the project Management must base any Notice of Lease Violation by Management on "Material Violation" of the Lease terms or for "Other Good Cause" as determined. The Tenant will be given prior Notice of Lease Violation in accordance with State and local laws. The Notice must:

1. Refer to relevant provisions in the Lease.
2. State the violations with enough information describing the nature and frequency of the problem to enable the Tenant to understand and correct the problem. In those cases where the Lease Violation is due to the Tenant's failure to pay rent, a notice stating the dollar amount of the balance due on the rent account and the date of such computation shall satisfy this requirement.
3. State that the Tenant will be expected to correct the Lease Violation by a specified date.
4. State that the Tenant may informally meet with the Landlord or Landlord's representative to attempt to resolve the stated violation before the date of corrective action specified in the notice.
5. Advise the Tenant that if he or she has not corrected the stated violation by the date specified, the Landlord may seek to terminate the Lease by bringing forth a judicial action, at which time the Tenant may present a defense.
6. The notice shall be accomplished by:

- a. Sending a letter by first class mail to the Tenant or member at his/her address at the project; OR
- b. Serving a copy of the notice on any adult person answering the door at the 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.

B. Notice of Termination:

1. Upon failure by the Tenant to meet the condition(s) or correct the violation(s) stated in the Notice of Lease Violation by the date specified, the Tenant will be notified that the occupancy is terminated and that eviction is being sought through the appropriate judicial process according to State or local laws.

2. The Notice of Termination is prepared and issued by the Landlord or its authorized representative in accordance with the prior notice requirements and provisions of State or local laws.

3. The notice must state the reason and basis for the termination of occupancy (i.e., "Material" or "Other Good Cause" Violation, or both).

4. The Notice of Termination must include the location and regular office hours during which the Tenant or member (or counsel) may view its file and copy any information it contains to aid in the Tenant's or member's defense.

5. The notice will be accomplished in the same manner as described in paragraph 22 A.6.a. or b. of this Lease.

6. A copy of the Notice of Termination will simultaneously be forwarded to the RHCDS Regional Office.

C. Servicing Official Review: Upon receipt of a copy of Notice of Termination, RHCDS will review the notice for technical compliance. The Servicing Official will not review the notice for the merits of the action, nor express any opinion on the merits of the action (this responsibility resides with the State or local court).

D. Notice of Eviction: A Notice of Eviction is prepared and issued by a court of law, not the Landlord or its authorized representative. Eviction will be carried out as specified by the terms of the eviction notice and court order.

23. Duty to Pay Tenant Contribution after Eviction. If Tenant is evicted due to Tenant's breach of this Lease, Tenant agrees to continue paying the full amount of the Tenant Contribution for the full remaining term of this Lease, or until the Apartment is re-rented, whichever comes sooner.

24. Project Sale and/or Prepayment of RHCDS Loan. If this project is sold to a buyer approved by RHCDS, this Lease will be transferred with all of its provisions to the new Landlord. In the event of Landlord's prepayment of the RHCDS loan, all Leases will be handled in accordance with RD Procedures. No Tenant Contribution to rent may be increased by reason of prepayment for the term of the Lease. An escalation clause for the rent changes approved by RHCDS for budgetary reasons will continue to be applicable.

25. Management's Exercise of Legal Rights and Remedies. Management may exercise any or all of its legal rights and remedies in any combination at its option. The use of one or more of these rights or remedies shall not exclude or waive the use of any other. Management agrees to accept a Tenant Contribution without regard to any other charges owed by Tenant to Management and to seek separate legal remedy for the collection of any other charges, which may accrue to Management from Tenant(s).

26. False or Misleading Rental Application. Management based on oral and/or written statements made by Tenant in his/her rental application or otherwise enters into this Lease. In the event it is determined that Tenant's statements or any part of them are not true or complete in any material way, then this Lease shall be considered breached and Management shall have the right to collect improperly granted rental benefits.

27. Lease Attachment. Form RD 3560-8, Tenant Certification; and a Copy of the Established Rules and Regulations (Occupancy Policy) are Part of Lease; NO ORAL AGREEMENTS. Attachments to this Lease, if any, are hereby made a part of this Lease. Management's building rules are also made a part of this Lease. The Management can make reasonable changes in the building rules at any time by giving written notice to Tenant. No oral agreements have been entered into. This Lease with its attachments and any other written agreements made constitute the entire agreement between Management and Tenant.

28. Occupancy and Use. Continued occupancy and use shall be subject to eligibility according to RHCDS regulation, the terms of this Lease, and the approved occupancy policy for this project. No person other than those listed here as resident(s) may occupy the Apartment without the written approval of Management. The Apartment and utilities may be used only for ordinary residential purposes.

**Resident(s):** \_\_\_\_\_

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"I understand that Project Occupancy Standards have been established by the Landlord and are available upon request. I must make a request in writing if I choose to review the Project Occupancy Standards. I understand that if my unit becomes overcrowded or underutilized, or I no longer meet the eligibility requirements of the project during the term of the Lease, I/we will be required to vacate the unit at the end of the Lease term unless eligibility can be established following specified steps, such as moving to an appropriate size unit, or an exception is granted by the Management."

29. Handicapped-Accessible Units. If management makes a temporary unit assignment of a



Handicapped-Accessible Unit to a Tenant occupying the unit who does not need its special features the following shall apply:

The household in the unit with Handicapped Accessible features will be required to move within thirty(30) days of the housing project's receipt of a tenant application requiring Handicapped Accessible features 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 thirty (30) days, a Tenant may remain in the unit with accessibility features until the next available unit in the project becomes available and then must move within thirty (30) days. In such a case, the tenant currently occupying the Handicapped Accessible unit shall bear the entire cost of moving to another unit. Management shall provide the Tenant with written notification when they must move within thirty (30) days of notification that an eligible applicant with disabilities requires the unit.

30. Tenant Pays For Damage. Tenant shall pay for all loss, costs, damage (including plumbing trouble) caused by the willful or irresponsible conduct by Tenant or by any person under Tenant's direction or control.

31. Landlord's Non-Waiver. Payments other than rents are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payment before or after Tenant vacates the Premises.

32. Attorneys fees. The court may award reasonable attorney fees and costs to the party who prevails in a lawsuit about the tenancy. If management prevails in any suit for eviction, or for unpaid rents, or for any other debt and changes, Tenant agrees to pay all court costs and attorney fees incurred by management. Management's failure or delay in demanding any of these payments shall not be deemed a waiver.

33. Premises Inspection. Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect the unit again and complete a second inspection sheet.

34. Landlord's Promises.

- a. To maintain the buildings and any common areas in a decent, safe and sanitary condition in accordance with local housing codes and RHCDS regulations;
- b. To keep the Premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant. Landlord need not repair damage cause by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
- c. To maintain the Premises in compliance with applicable health and safety codes except when a violation of a health or safety code has been caused by the willful or negligent conduct of Tenant or Tenant's guests.

35. Tenant's Promises.

- a. Not to damage or misuse the Premises or waste the utilities provided by management or allow a guest to do so.
- b. Not to make any alterations or additions or remove any fixtures or to paint the Premises

- without the written consent of management.
- c. To keep the apartment clean and tidy.
  - d. Not to conduct himself/herself in a loud, boisterous, unruly or thoughtless manner so as to disturb the rights of the other Tenants to peace and quiet, or to allow guests to do so.
  - e. To use the Premises only as a private residence and not in any way that is unlawful or dangerous or which would cause a cancellation, restriction or increase in premium in management's insurance.
  - f. Not to use or store on or near the Premises any flammable or explosive substances.
  - g. Give written notice to management/Landlord of any necessary repairs to be made.
  - h. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.
  - i. To abide and comply with the following covenant pertaining to controlled substances as defined in Chapter 152 of Minnesota Statutes:

36. Drug Violations - Domestic Abuse

“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) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereinafter called “drug violations(s)”) may be evidenced upon the admission to or conviction of a drug violation. It is further understood that domestic violence will not be tolerated on Rural Housing properties, and that such actions 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 lessee or other adult member of the tenant household occupying the unit (or other adult or non-adult person outside the tenant household who is using the unit) who commits a drug violation or domestic violence to vacate the leased unit permanently, within time frames set by the Landlord, and not thereafter enter upon the Landlord's premises or the lessee's unit without the Landlord's prior consent as a condition for continued occupancy by members of the tenant household. The Landlord may deny consent for entry unless the person agrees not to commit a drug violation or domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders relating to a drug violation or domestic violence, or has completed a counseling or recovery program.

The Landlord may require any lessee to show evidence that any non-adult member of the tenant household occupying the unit, who committed a drug violation or domestic violence, agrees to not commit a drug 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 relating to a drug violation or domestic violence, completed a counseling or recovery program within time frames specified by the landlord as a condition for continued occupancy in the unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the unit, the Landlord may require the person to be severed from tenancy as a condition for continued occupancy by the Lessee.

If a person vacating the unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the lease shall continue among any other remaining lessees and the Landlord. The Landlord may also, at the option of the Landlord, permit another adult member of the household to be a lessee.

Should any of the above provisions governing a drug violation 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 supplant any rights of tenants afforded by the law.”

The following notice is required by Minn. Stat. § 504B.305. A seizure under § 609.5317, Subd. 1, for which there is not a defense under § 609.5317, Subd. 3, constitutes unlawful detainer by Tenant.

37. Tenant's Telephone. Tenant shall give Landlord Tenant's home phone number within two days after service is started or the phone number is changed.
38. Restrictions.
- a. WATERBEDS. Tenant shall not have water beds or other water-filled furniture on the Premises.
  - b. PETS. Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
  - c. LOCKS. Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.
  - d. VEHICLES. Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. ("Curtilage" means the grounds surrounding the building in which the Premises is located.) A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.
39. Landlord's Right To Enter. Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.
40. Damage Or Injury To Tenant Or Tenant's Property. Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain Renter's Insurance.
41. Notice Of Dangerous Conditions. Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.
42. Subletting. Tenant shall not sublet part or all of the Premises without Landlord's written consent.

Tenant shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or delayed.

43. Moving Out Or Holding Over. Tenant must move out not later than 12:00 noon on the Ending Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.

The tenancy remains in place as long as the tenant's possessions remain in the apartment even after the tenant has left. This is the case until the possessions are removed voluntarily or by legal means, subject to state and local laws.

44. Notice If Lease Becomes Month-To-Month. If this Lease is or becomes month-to-month, written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on March 31 or earlier.

45. Breach of Lease (Re-Entry Clause). If Tenant materially breaches this Lease, Landlord may do these things.

- a. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action.
- b. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action. Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
- c. Bring an eviction action immediately.

46. Duty To Pay Rent After Eviction Or Surrender. Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.

47. Subordination. This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.

48. Subrogation. Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

49. Terms. Where appropriate, singular terms include the plural and plural terms include the singular, and pronouns of one gender include both genders.

50. Misrepresentations. Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.

51. Notices. A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

52. Changes to Lease. Landlord and Tenant may change the terms of this Lease only in writing.

53. Grievances and Appeal. Any grievance or appeal from a Management’s decision shall be resolved in accordance with procedures consistent with 7CFR 3560.160, which is available to Tenants and posted in the building common area.

54. Federal Subsidies. Should any Federal Subsidies paid to the Landlord on behalf of Tenants 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 (or, when applicable, the monetary payment received by the Tenant from the Landlord) shall not change over that which would have been required had the subsidy remained in place.

55. Disability Determination. “The Landlord and Management are forbidden by law from making a judgment as to whether tenants with a handicap or disability are capable of independent living. By execution of this lease, the tenant(s) acknowledges that no representations have been made, in any form - written or verbal - of any assistance, supervision, physical services, social services, medical services or care that will be given to the tenant(s) as a condition of residency. Tenant(s) assumes the risk and responsibility of living within and upon the project premises.”

56. Additional Terms.

Landlord and Tenant agree to the terms of this Lease. Tenant(s) by signing this lease accept the apartment of their own free will.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LANDLORD:

TENANT (S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIPT BY TENANT (S)

I have received a signed copy of this Lease.

TENANT (S):

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_