

LEASE AGREEMENT

SECTION ONE: (Landlord)

Property Name: _____

Property Address: _____ **Phone #** _____

Landlord's Address: _____ **Phone#** _____

Tenant/Co-Tenant/Guarantor: _____ **Phone#** _____

Other Occupants of Unit: _____

Leased Premises (Unit #) _____, a _____-bedroom apartment located at _____.

Monthly Rental Rate \$ _____ Housing Share \$ _____ Tenant Share \$ _____

Voucher Administration _____ Effective Date _____

Lease Term: The term of this Lease Agreement shall be for a minimum of one (1) year, commencing on _____, 20__ and ending on _____, 20__ unless sooner terminated by either party in accordance with Section 16 of the Lease Agreement. The Tenant agrees to pay \$ _____ for the partial month's rent ending on _____. In consideration of the mutual agreement and covenants set forth in this Lease Agreement the above-mentioned Landlord and Tenant(s), Landlord hereby leases to Tenant(s) and Tenant(s) hereby lease(s) from the Landlord for use in accordance with Section 15, the leased premises designated above, together with the fixtures and accessories belonging thereto, for the above-mentioned term. All parties listed above as Landlord and Tenant(s) are herein referred to individually and collectively as Landlord and Tenant respectively.

SECTION TWO (Agency Disclosure – Check One)

This apartment complex is not managed by a Real Estate Licensee & agency disclosure is not required.

This apartment complex is managed by a Real Estate Licensee/ Managing Agent and agency disclosure is required. Leases must read and sign the following statement:

“I understand that the Managing Agent/Real Estate Licensee is acting solely as Agent for the Owner/Lessor/Landlord.”

Tenant: _____ Co-Tenant: _____

SECTION THREE (Rental)

All rents are due and payable monthly in advance at _____ on or before the **FIRST DAY OF EACH CALENDAR MONTH**. All payments, whether for rental obligations, security deposit, late charges or any other financial obligations from Tenant to Landlord, shall be paid by check, money order, or debit/credit card. All checks, money orders and the like shall be made payable to _____. If Tenant has not paid current month’s rent within 4 days after the due date, Landlord will file a 10-day eviction notice that will follow with a misdemeanor charge in the municipal court system if not remedied.

Jurisdiction Addendum: _____

City/ Municipality

If Tenant does not pay the full amount of the rent shown in Section 3 by the end of the 4th day of the month, Landlord will collect a late fee of \$50 on the 5th day of the month. Thereafter, Landlord will collect \$5 for each additionally day the rent remains unpaid during the month it is due. Landlord may collect a fee of \$45 each time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by Tenant. Any monies received will be applied to late charges and service fees prior to being applied to rent. No personal checks will be accepted after the 4th.

SECTION FOUR (Tenant Utilities)

The following chart describes how the cost of utilities and services related to occupancy of the unit will be paid. Tenant agrees that these charts accurately describe the utilities and services paid by Landlord and those paid by Tenant.

- A. Tenant must pay for the utilities in column one (1). Payments should be made directly to the appropriate utility company. The items in column two (2) are included in Tenant’s rent.

(1)		(2)
Put "X" by any utility Tenant pays directly	Type of utility/service	Put "X" by any utility included in Tenant's rent
<input type="checkbox"/>	Electric	<input type="checkbox"/>
<input type="checkbox"/>	Gas	<input type="checkbox"/>
<input type="checkbox"/>	Water/Sewer	<input type="checkbox"/>
<input type="checkbox"/>	Garbage Pickup	<input type="checkbox"/>
<input type="checkbox"/>	Cable	<input type="checkbox"/>
<input type="checkbox"/>	Internet	<input type="checkbox"/>
<input type="checkbox"/>	Alarm System	<input type="checkbox"/>
<input type="checkbox"/>	Phone	<input type="checkbox"/>

Initial

Initial

N/A

Failure by Tenant to have utilities connected during the term of the Lease shall constitute a material breach of the Lease Agreement. By signing this Lease Agreement, Tenant gives permission for Landlord to obtain utility cost information on Tenant's apartment from all utility companies in order to calculate an accurate utility allowance.

SECTION FIVE (Security Deposit)

It is agreed that Tenant is required to pay Landlord a Security Deposit of \$400, which will be held as security for Tenant to fulfill his/her obligations as outlined in the Lease Agreement and any Security Deposit Agreement/Addendum executed between the parties, which will become an attachment to this Lease. Such deposit will be held without interest and may be deposited in a bank account with other Tenant's Security Deposits. The Security Deposit is not advance rent and cannot be applied to rent by Tenant. Following termination and delivery of possession of the unit to Landlord, the Security Deposit will be refunded only after **ALL** of the following conditions have been met:

1. Full term of the lease must have been expired or terminated without default by Tenant.
2. Thirty (30) days written notice must have been properly given to Landlord prior to the expiration of the current lease.

3. Tenant's apartment has been cleaned thoroughly (including the shampooing of the carpets) and no damage to the unit has occurred. Damage is any harm to the unit beyond normal wear and tear, previously-noted, and not repaired on the move-in inspection.
4. If additional cleaning or other work is required to repair damages, appropriate charges will be withheld from the Security Deposit to make the necessary cleaning or repairs. To determine Tenant's obligation for such additional cleaning and/or repairs, Landlord shall be responsible for providing Tenant with a written statement of the condition of the unit, both at move-in and move-out. Tenant may be present at both inspections.
5. Estimated costs are included in the chart below:

Maintenance Need	Charge	Type
DOORS AND WINDOWS		
Re-Screen Window	\$50.00	Ea
Replace Interior Door	100.00	Ea
Replace Exterior Door	225.00	Ea
Replace Window Panes	50.00	Ea
Re-hang Window Screen (Screen has been removed)	15.00	Ea
Replace exterior Door Knob	40.00	Ea
Replace Deadbolt	40.00	Ea
Replace interior Doorknob or Lock	20.00	Ea
Install or Replace Peephole	20.00	Ea
Replace Copy of Key to Unit	5.00	Ea
Allow Entry to Unit (Lockout) Normal Business Hours	10.00	Ea
After Hours Lockout	40.00	Ea
Replace interior door facing	25.00	Ea
Install or remove A/C in Window	25.00	Ea
Repair Interior Door Damage	15.00	3"x5" Area
Replace Door Stop	10.00	Ea
Replace Screen Door	185.00	Ea
Repair Screen on Screen Door	50.00	Ea
Repair Handle on Screen Door	25.00	Ea
Re-Hinge Door- Interior	15.00	Ea
Replace door Jam- Exterior	125.00	Ea
Replace Large Blind	50.00	Ea
Replace Small Blind	25.00	Ea
APARTMENT SYSTEMS, PLUMBING, ELECTRICAL		
Replace Floor Tile	10.00	Per Tile
Install new Light Cover	15.00	Ea
Re-install Light cover Tenant has in Apt but has removed	5.00	Ea
Clean Light Cover	10.00	Ea
Unstop Commode, Sink, Bath, or	35.00	Ea

refrigerator Line		
Replace Smoke alarm	25.00	Ea
Replace or Reconnecting Smoke Alarm Battery (Multi-Family Only)	10.00	Ea
Replace Light Bulb (Multi-Family Only)	5.00	Ea
Replace Tissue Holder and Shower Curtain Rod	10.00	Ea
Repair Towel Rod	15.00	Ea
Replace Shower Hose	35.00	Ea
Carpet Cleaning (Per Room)	75.00	Ea
Replace Kitchen or Bathroom Faucet	75.00	Ea
Replace Sink Stopper or Bath Stopper	5.00	Ea
Replace Toilet	125.00	Ea
Replace Counter Top	200.00	Ea
Replace Light Fixture	25.00	Ea
Replace switch plate or outlet cover	5.00	Ea
Replace Outlet or Switch	10.00	Ea
Replace Vanity or Bathroom Sink	150.00	Ea
Medicine Cabinet	50.00	Ea
Replace Toilet Seat	20.00	Ea
Replace Closet Rod or Shelf	15.00	Ea
Repair Garbage Disposal	A Market Demands	Ea
Appliance , Utilities, Etc.		
Cleaning of Stove, Refrigerator, Vent Hood, (additional charges may apply for gross negligence or filth due to lack of utilities)	25.00	Each Item
Replace Stove Drip Pans	10.00	Ea
Replace drawer guide(s)	25.00	Ea
Repair Cabinet Doors or Drawers	50.00	Ea
Replace Stove Knobs	15.00	Ea
Replace Refrigerator or Freezer Handle	50.00	Ea
Replace refrigerator Gasket	75.00	Ea
Repair Interior Wall Damage	20.00	3"x5" Area
Replace Vent hood	75.00	Ea
Stoves and Refrigerators which must be replaced due to neglect or willful damage will be charged replacement cost less depreciation	As Quoted	Ea
Paint 1 Bedroom Apartment	225.00	Ea
Paint 2 Bedroom Apartment	250.00	Ea
Paint 3 Bedroom Apartment	300.00	Ea
Paint 4 Bedroom Apartment	350.00	Ea
Touch-up Paint	35.00	Per Room
Cleaning of Apartment due to excessive	25.00	Per Man Hour

filth		
Removing Trash and/or Personal Abandoned Items from Apartment	25.00	Per Man Hour
Removing Furniture From Apartment	25.00	Per Man Hour
SPECIAL MANAGEMENT SERVICES		
Replace Mailbox key (3 Times)	5.00	Ea
Re-Key Mail Box	25.00	Ea
Damage to Landscaping as a result of resident neglect or abuse	As Charged	
Removing Items which cause Blocked Egress	As Charged	
Removing unattended bags of Trash from Common Area	As Charged	

Charges that are not addressed in this list, but which may be accrued due to negligence or abuse will be charged to the tenant at the current market rate.

Initial

Initial

N/A

SECTION SIX (Handicapped/Non-handicapped)

The leased unit is not a handicapped accessible unit specially designed for handicapped household.

The leased unit is a handicapped accessible unit specially designed for handicapped household and Tenant has a handicapped household.

The leased unit is a handicapped accessible unit specially designed for handicapped households and Tenant has a non-handicapped household. Tenant understands and agrees with the following statement: “I acknowledged that I am occupying a designated handicapped accessible unit. I acknowledge that priority for such units is given to those needing special physical design features. I acknowledge that I am permitted to occupy the unit until Landlord issues a notice that a priority applicant is on the waiting list and that I must move to another suitably-sized unit in the complex. Upon receiving this notice, I agree to move, at my own expense, within thirty (30) calendar days to the suitably-sized vacant unit within the complex if one is available. I further understand that my rental rate could change, when appropriate, to the rental rate for the unit I moved to and this lease will modify accordingly”.

SECTION SEVEN (Reporting Changes/Extended Absences)

- a) I agree that I must immediately notify Landlord when there is a reduction in the number of persons living in the household. I understand that my eligibility may be affected as a result of this information. No member can be added without Landlord permission.
- b) I understand that I must promptly notify Landlord of any extended absences and that if I do not personally reside in the unit for a period exceeding sixty (60) consecutive days, for

reasons other than health or emergency, I may be declared ineligible. I also understand that if my absence continues, that as Landlord, you may take the appropriate steps to terminate my tenancy with a thirty (30) day notice.

- c) If any of the following changes occur, Tenant agrees to advise Landlord immediately:
1. Any household member moves out of the unit.
 2. Any person needs to apply to be added to the household.
 3. Changes in the household income.

Tenant may request to meet with Landlord to discuss how any change in income or other factors may affect his/her eligibility.

SECTION EIGHT (Other Lease Provisions)

Nothing in the Lease Agreement shall be construed as waiving any of Landlord’s or Tenant’s rights under the laws of the State of Arkansas. In the event that Landlord employs an attorney to enforce the provisions of the Lease Agreement, Tenant agrees to pay reasonable attorney’s fees and expenses, including litigation expenses incurred by Landlord if Landlord is the prevailing party.

_____	_____	_____
Initial	Initial	N/A

The leased apartment is to be used for dwelling purposes only. Tenant is not to operate a business or service in the apartment, including babysitting for hire, hair stylists, baristas, manicurists, or personal vendors. Subletting the unit is prohibited and will cause termination of your lease.

_____	_____	_____
Initial	Initial	N/A

SECTION NINE (Escalation Clause)

Changes in Tenant contribution (rental rate), or occupancy changes may occur during the term of this Lease Agreement prior to its termination if HOME approves a change in monthly rental rates or utility allowance; or if there is a change in household income, composition or adjustments. Any rent changes, utility allowance changes, contribution changes will be made according to HOME Regulations. Tenants will be given a 30-days written notice before rent changes and/or utility allowance changes are implemented. Rents of Tenants whose incomes go over the HOME rent limit for the unit they occupy (High or Low Rent units) will be increased. Rents and utility allowance rates can be increased annually and implemented at Tenant’s lease renewal date.

_____	_____
Applicable	N/A

SECTION TEN (Eligibility, Income Certification, Rents)

Tenant acknowledges that eligibility for occupancy in this project will be determined according to applicable HOME/HUD Regulations, and the following documents: Management Plan, any property Tenant Selection Plan or Admission and Leasing/Occupancy policies, and any property Occupancy Standards regarding appropriate dwelling unit size. Prior to initial eligibility determination and annually thereafter, Applicant/Tenant must provide information and authorizations that will permit Landlord to determine Applicant/Tenant’s eligibility and/or continued eligibility to live in this property. Example of (but not limited to) information which Applicant/Tenant will supply to permit such eligibility determination are as follows: Income Verification, names and ages of household members, birth certificate, and Social Security card.

In addition to the initial eligibility determination, tenant eligibility will be re-determined annually and may be re-determined due to changes in household income or composition. Tenant must provide any information requested by Landlord in order to comply with regulations pertaining to eligibility determination. Tenant will be responsible for reporting to Landlord any changes in household income, changes in household composition, and **must be approved prior to the changes taking place**. Refusal to provide any information requested by Landlord for eligibility determinations, refusal to execute a new Lease Agreement that is a result of a re-determination of eligibility, refusal to report changes in household income, composition, or any omission or misstatement by Tenant of information needed for eligibility or on the application, shall be grounds, at the option of Landlord, for termination of Lease Agreement.

Initial Initial Management

SECTION ELEVEN (Maintenance and Improvements)

Tenant shall keep the apartment in a safe and sanitary condition, and upon expiration of this Lease, shall deliver apartment in good order and condition as he same now are, reasonable wear and tear excepted. Tenant agrees to make no alterations, repairs, additions, or improvements to the apartment without prior written consent of Landlord, and that any such alterations, repairs, additions, or improvements, whether made by Landlord or Tenant, shall be a part of the apartment or premises and shall remain upon the termination of the Lease. Tenants are responsible for all damages to furnishing or premises caused by negligence, personally or by an invitee or guest, **invited or uninvited**. All charges for maintenance, repairs, and damage must be paid thirty (30) days from date of billing. Landlord shall maintain the buildings and common areas in a decent, safe, and sanitary condition in accordance with applicable housing codes and regulations; failure to do so will constitute a breach of the Lease.

Initial Initial Management

SECTION TWELVE (Use, Right to Enter)

Premises shall be used as apartments only and for no unlawful purposes. Tenant agrees to conduct themselves and to require others on the premises/apartments (with or without their consent) to conduct themselves in a manner that will not disturb other Tenants' peaceful enjoyment of the premises. Landlord reserves the right to enter the leased premises at reasonable times and to provide advance notice, except when urgent situations make such notices impossible: (1) to inspect the unit to assure compliance with the terms of this Lease Agreement, (2) to show the unit to prospective tenants after a vacating notice has been given, and (3) to perform maintenance, repairs, pest extermination, and housing inspections. Landlord may enter the unit at any time in the event of an emergency. If Tenant refuses to allow access as provided by this paragraph, Landlord may terminate this Agreement and recover damages. Tenant also agrees to allow any Representative from State Agency/Owner's Representative to enter unit with Management to inspect said unit with advance notice.

Initial Initial Management

SECTION THIRTEEN (Notice and Termination)

Landlord may terminate this Lease Agreement or refuse to renew it, giving Tenant thirty (30) days' notice to vacate in writing, except for non-payment of rent which is a breach of any or all terms of this Lease Agreement. Notice to Landlord shall be considered served by providing written notice to the Site Manager. Notice to Tenant shall be considered properly served by (a) sending a letter by first class mail to Tenant at his/her address at the complex, or (b) by serving a copy of the notice to any adult person answering the door at the leased dwelling unit, or if no adult person responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door.

Except under the military clause below, Tenant will not be released from this Lease on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-residents, bad health, voluntary enlistment in the Armed Services, or any other reason. However, if Tenant secures a replacement that is satisfactory to Landlord, Tenant's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. It is mutually understood that in this event, Tenant shall forfeit his security deposit as liquidated damages, but the mutual obligations of the parties for any remaining portion of the Lease shall thereupon cease. In the event Tenant is or becomes a member of the Armed Forces on extended duty and receives change-of-duty orders to depart the local area, or is relieved of such active duty, then Tenant may terminate this Lease by giving 30 days' written notice, provided Tenant is not otherwise in default, Tenant must furnish Landlord with a certified copy of his/her official orders (military orders authorizing base housing do not constitute change-of-duty orders).

Initial Initial Management

SECTION FOURTEEN (Tenant Abandonment, Liability)

Upon voluntary or involuntary termination of this Lease Agreement, all property left in or about the leased premises/apartment by Tenant will be considered abandoned and will be disposed of by Landlord as Landlord shall see fit, subject to the provision of State and Local Laws in such matters, without notice or recourse by Tenant. Landlord or his/her representative or agents shall not be liable to any tenant, occupant, visitor, or guest for any personal injury, damage, or loss of personal property (furniture, jewelry, clothing, etc.) caused by other tenants or persons (including without limitations theft, burglary, assault, vandalism, or other criminal conduct by any person), fire, flood water, leaks, rain, hail, ice, snow, explosions, interruptions of utilities, acts of god, or other causes, unless same is due to gross negligence or intentional acts of omission of Landlord.

I assume personal liability for not securing Renter Insurance listing _____ as an additional insured.

Initial Initial Management

SECTION FIFTEEN (Fire and Casualty)

If during the term of the Lease Agreement, the premises becomes damaged by fire or other casualty so as to render the premises uninhabitable, and the time necessary to repair such damage shall not reasonably exceed thirty (30) days from the date of such casualty, Landlord shall make such repairs and Tenant shall resume occupancy of the leased premises upon their completion. If the time necessary to repair damages to the leased premises caused by any casualty shall exceed thirty (30) days, Landlord may terminated the Lease Agreement on ten (10) days' notice. If the fire or other casualty was not caused by the negligence or wilful act of Tenant, his/her employees, family, members, agents or visitors (**invited or uninvited**), all rental payment due hereunder shall be abated from the date of such casualty to the date of the completion of repairs, calculated on a pro-rated basis. Any unearned rents paid in advance by Tenant shall be refunded or credited to Tenant. If the fire or other casualty was due to the negligence or willful act of Tenant, his/her employees, family members, agents, or visitors (**invited or uninvited**), monthly rental payment due hereunder shall not be abated and all expenses of repairing the damage caused by such fire or casualty shall be the responsibility of Tenant and shall be due as set forth in Section 11 of the Lease Agreement.

It is agreed that in case said premises shall be rendered untenable by fire or other casualty, Landlord may, at Landlord's option, terminate this Lease or repair said premises within thirty (30) days, and failing to do so, or upon the destruction of said premises by fire, the terms hereby created shall cease and terminate.

I assume personal liability for not securing Renter Insurance listing _____ as an additional insured.

Initial Initial Management

SECTION SIXTEEN (Occupancy Requirement)

1. I understand that income certification is a requirement of occupancy and I agree to promptly provide any certification and income verification required by the Owners to permit determination of eligibility and, when applicable, the monthly tenant contribution to be charged.
2. Should I no longer meet the occupancy eligibility of the requirement of the project and should the unit become overcrowded or underutilized or should I no longer meet the eligibility requirement of the project during the term of this Lease Agreement, I 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-sized unit. Tenant agrees to move to a unit of appropriate size if Tenant's household size changes.
3. I agree to notify Landlord of any planned absence of two (2) weeks or more.
4. I agree not to assign this Lease, or sublet the premises of any part thereof.
5. I will be permitted to have guest(s) visit my household. However, Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of fourteen (14) days and/or nights in a 30-day period without prior notification of the management. Should I or my guest(s) not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the unit, Landlord will consider such person(s) a member of the tenant household and may enforce any lease covenants shown to be broken and/or required recertification.
6. If Tenant household income rises above 140% of the current income limit, while the household may remain in the property as a resident, with thirty (30) days' notice, the status of the household may be changed to market with the new rent becoming \$ _____ after thirty (30) days. This may occur during the term of the current lease.
7. During the term of the Lease, if the LIHTC Income Limits increase, the rent which is based on Income Limits may be raised with a thirty (30) day notice to the new LIHTC maximum rent charge.
8. The household understands that continued occupancy is allowed due to an existing Lease Agreement or residual right if this is a federal housing program. Because this property now has tax credits, to be in compliance the initial term of the lease should be 6 months from the placed-in-service date. Tenant agrees that this addendum extends the current lease term by six months. All other terms and conditions remain the same as in the lease.
9. If, during the term of this lease, the utility allowance is reviewed and changed, the net rent to Tenant may be changed accordingly with a thirty (30) day notice. Since the maximum LIHTC charge is Tenant rent plus the utility allowance, if the allowance increases, the rent would decrease by the thirty (30) day notice; should the utility allowance decrease, the rent could be increased in the same fashion.
10. Should management discover at any time that the household has provided false information in regard to income or illegal household members are living in the unit, this would constitute a substantial violation of the lease and tenancy would be terminated immediately.
11. It is Tenant's responsibility to maintain and keep the smoke detector operational at all times. Circuit breakers are to remain in the "on" position and batteries are to be kept in place at all times. Should Tenant disconnect the smoke detector, Landlord assumes no

responsibility for any resulting damage. It is essential that the smoke detector be kept operational.

12. I understand that my continued occupancy in this complex is contingent on meeting Federal Low Income Housing Tax Credit Program eligibility guidelines, including cooperation with annual income certification. In addition, I understand the requirements to notify management immediately of any change in household composition or income.
13. This unit is currently subject to IRS low income housing tax credit regulations where the maximum allowable rent is based on household size or number of bedrooms. Therefore at this time, your rental amount will be \$ _____. This will continue until such time as the maximum allowable rent increases, the unit is no longer involved with tax credits, or regulations change, allowing charge of a higher rent. Should your income or household size change, the amount of rent charged may be affected.
14. Landlord may terminate this agreement if drug-related criminal activity engaged in on or near the premises, by any Tenant, household member, or guest (**invited or uninvited**), and any such activity engaged in on the premises by any other person under Tenant's control.
15. A disturbance is considered anything that disrupts any neighbor's right to the enjoyment of the peace and quiet of their premises. There should not be any noise, music, t.v., voices, etc. that can be heard outside of the apartment unit.
16. Nothing shall be placed on the outside of the unit, on the doors or in the windows. Examples include projections, or any signs or advertising notices of any kind; none of which shall be placed on any part of the unit.
17. Nothing shall be placed on the window, walkway and/or porches of the premises including but not limited to furniture, grills, bicycles, carts, etc. Porches are to be kept in an organized and sanitary manner.
18. The walls, ceiling and woodwork must not be marred by driving nails, tacks, or screws or by otherwise defacing the same.
19. Phones must be installed only where owner has provided phone jacks.
20. No pets are allowed on premises by Tenant, Tenant's family or guest (**invited or uninvited**) of Tenant. If a service animal is needed, documentation must be provided prior to bringing the animal onto the premises.
21. Bicycles and other articles may not obstruct passageways at any time. No vehicular toys or wheeled apparatuses shall be stored in the home without written permission.
22. Resident is to be responsible for all damages to the premises and lawn, however caused by resident or resident's guest (**invited or uninvited**) and particularly by moving furniture, boxes, or bulky articles in or about the premises. \$75 will be charged per occurrence.
23. Resident must give immediate notice to the Owner/ Agent of any accident or injury to any person or of any damage to the premises or furnishings.
24. Management reserves the right to restrict the placement of items in the yard of the leased premises.

25. Owner reserves the right to make and enforce such other reasonable rules and regulations as in owner's judgment may be deemed or advisable from time to time to promote the safety, care, and cleanliness of the premises and for the preservation of good order.
26. Grease is to be disposed of in an appropriate, sealed container and placed in the garbage.
27. Resident understands that there will be a move-in inspection, a 7-day confirmation of unit being in good working order, a 14-day housing inspection, and (at minimum) a semi-annual inspections thereafter for the lease term. It is requested that the resident be included at all of these inspections, notices will be sent out before inspections are made. Your home should be kept in a decent, safe, and sanitary condition at all times. If a failed inspection is documented, additional inspections will be required.
28. At no time are vehicles to be left on jacks, blocks, with broken windows, or in inoperable condition on the premises. Solid surfaces for automobiles are to be kept free of oil and fluid spills.
29. Resident should not appear in a threatening manner (interfering with Management) as lease can be terminated. Management reserves the right to terminate a lease at any time and for any reasonable reason within issuance of a 30-day written notice.
30. It is mutually understood and agreed that, if, in Landlord's sole judgment, Tenant is a habitual complainer or is dissatisfied with the management or continues to demoralize the management of Landlord's overall building, or causes discontent, unrest, dissatisfaction, or disturbance among other tenants or Landlord, or otherwise creates conditions which make the efficient management of the property difficult, it being recognized that Landlord's property management is of vital importance to Landlord, taking precedence over any individual tenant's lease (ad with full approval of this being acknowledged by Tenant by its execution of this Lease Agreement), Landlord may, by giving 30 days written notice to Tenant, cancel and terminate the Lease Agreement without prejudice and Tenant agrees that it will, in that instance, deliver demised premises to Landlord free and clear of any and all property of Tenant and in the same good order and conditions as originally received, except for normal wear and tear and damages by the elements, and upon failure of Tenant to do so, Landlord shall be and is hereby empowered with the right to remove all possessions of Tenant with the cost of such removal to be fully the responsibility of Tenant.

Initial

Initial

Management

SECTION SEVENTEEN (General)

No oral agreement has been made. This Lease is the entire agreement between the parties. In that even that more than one tenant is a party to this Lease Agreement, each tenant is jointly and severally liable for each provision of this Lease and notice by Landlord to one tenant constitutes notice to all tenants. **Only the persons listed on this Lease Agreement may reside in the leased unit.**

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto this _____ day of _____, 20____.

ALL ADULT OCCUPANTS MUST SIGN:

Tenant: _____ **Co-Tenant:** _____

By: _____, **Landlord.**

THE FOLLOWING TERMS ARE SPECIFICALLY PROHIBITED BY HOME:

Agreement to be sued: Agreement by Tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

Agreement regarding treatment of property: Agreement by Tenant that the owner may take, hold, or sell personal property of household members without notice to Tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by Tenant concerning disposition of personal property remaining in the unit after Tenant has moved out. The owner may dispose of personal property in accordance with state law.

Agreement excusing the owner from responsibility: Agreement by Tenant not to hold the owner/owner's agent legally responsible for actions or failure to act, whether intentional or negligent.

Waiver of notice: Agreement by Tenant that the owner may institute a lawsuit without notice to Tenant.

Waiver of legal proceedings: Agreement by Tenant that the owner may evict Tenant or household members without instituting a civil court proceeding in which Tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

Waiver of jury trial: Agreement by Tenant to waive any right to a jury trial.

Waiver of right to appeal court decisions: agreement by Tenant to waive Tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease.

Agreement to pay legal cost, regardless of outcome: Agreement by Tenant to pay attorney fees or other legal cost even if Tenant wins the court proceeding by the owner against Tenant. Tenant, however, may be obligated to pay costs if Tenant loses.

Applicable

N/A

Management

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking (collectively “domestic violence”) from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and submit this certification form, or submit the information described below under “Alternate Documentation,” which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form by the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. **Date written request is received from owner or management agent:** _____

2. **Name of victim:** _____

3. **Your name (if different):** _____

4. **Name(s) of other family members listed on the lease:** _____

5. **Name of the abuser:** _____

6. **Relationship of the abuser to the victim:** _____

7. **Date of incident:** _____

8. **Time of incident:** _____

9. **Location of incident:** _____

{Page two must be completed and attached to this form.}

