

**HOME MODEL LEASE- SINGLE DWELLING**

1. PARTIES AND DWELLING UNIT: THE PARTIES TO THIS AGREEMENT ARE \_\_\_\_\_, REFERRED TO AS THE LANDLORD, AND \_\_\_\_\_ REFERRED TO AS THE TENANT. THE LANDLORD LEASES TO THE TENANT \_\_\_\_\_.
2. LENGTH OF TIME (TERM): THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON \_\_\_\_\_ AND END ON \_\_\_\_\_ (ONE YEAR). AFTER THE INITIAL TERM ENDS, THE AGREEMENT WILL CONTINUE FOR SUCCESSIVE TERMS OF ONE MONTH EACH UNLESS TERMINATED AS PERMITTED BY PARAGRAPH 20 OF THIS AGREEMENT.
3. RENT: THE TENANT AGREES TO PAY \$\_\_\_\_\_ FOR THE PARTIAL MONTH ENDING ON \_\_\_\_\_. AFTER THAT, TENANT AGREES TO PAY A RENT OF \$\_\_\_\_\_ PER MONTH. RENTS ARE SUBJECT TO THE RENT RESTRICTIONS OF THE HOME AND/OR LOW INCOME HOUSING TAX CREDIT PROGRAM. THE OWNER/AGENT RETAINS THE RIGHT TO ADJUST THE RENT ANNUALLY AT RECERTIFICATION IN ACCORDANCE WITH THE HOME RENT LIMITS AND PROGRAM. THIS AMOUNT IS DUE ON THE 1ST DAY OF THE MONTH BY MAILING TO:  
**INTREPID MANAGEMENT AT 8101 INTERSTATE 30 LITTLE ROCK, AR 72209.**  
MAKE PAYABLE TO \_\_\_\_\_.
4. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS: IF THE TENANT DOES NOT PAY THE FULL AMOUNT OF THE RENT SHOWN IN PARAGRAPH 3 BY THE END OF THE 5TH DAY OF THE MONTH, THE LANDLORD WILL COLLECT A LATE FEE OF \$25 ON THE 6TH DAY OF THE MONTH. THEREAFTER, THE LANDLORD WILL COLLECT \$5 FOR EACH ADDITIONAL DAY THE RENT REMAINS UNPAID DURING THE MONTH IT IS DUE. THE LANDLORD MAY COLLECT A FEE OF \$45.00 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 THE TENANT.
5. CONDITION OF DWELLING UNIT: BY SIGNING THIS AGREEMENT, THE TENANT ACKNOWLEDGES THAT THE UNIT IS SAFE, CLEAN AND IN GOOD CONDITION. THE TENANT AGREES THAT ALL APPLIANCES AND EQUIPMENT IN THE UNIT ARE IN GOOD WORKING ORDER, EXCEPT AS DESCRIBED ON THE UNIT INSPECTION REPORT, WHICH IS ATTACHMENT NO. 2 TO THIS AGREEMENT. THE TENANT ALSO AGREES THAT THE LANDLORD HAS MADE NO PROMISES TO DECORATE, ALTER, REPAIR OR IMPROVE THE UNIT, EXCEPT AS LISTED ON THE UNIT INSPECTION REPORT.
6. CHARGES FOR UTILITIES AND SERVICES: THE FOLLOWING CHART DESCRIBES HOW THE COST OF UTILITIES AND SERVICES RELATED TO OCCUPANCY OF THE UNIT WILL BE PAID. THE TENANT AGREES THAT THESE CHARTS ACCURATELY DESCRIBE THE UTILITIES AND SERVICES PAID BY THE LANDLORD AND THOSE PAID BY THE TENANT.  
A. THE TENANT MUST PAY FOR THE UTILITIES IN COLUMN (1). PAYMENTS SHOULD BE MADE DIRECTLY TO THE APPROPRIATE UTILITY COMPANY. THE ITEMS IN COLUMN (2) ARE INCLUDED IN THE TENANT'S RENT.

(1)		(2)
PUT "X" BY ANY UTILITY TENANT PAYS DIRECTLY	TYPE OF UTILITY	PUT AN "X" BY ANY UTILITY INCLUDED IN TENANT RENT
<input type="checkbox"/>	HEAT	<input type="checkbox"/>



<input type="checkbox"/>	LIGHTS, ELECTRIC	<input type="checkbox"/>
<input type="checkbox"/>	COOKING	<input type="checkbox"/>
<input type="checkbox"/>	WATER	<input type="checkbox"/>
<input type="checkbox"/>	GARBAGE PICK UP	<input type="checkbox"/>

7. SECURITY DEPOSITS:

THE TENANT HAS DEPOSITED \$\_\_\_\_\_ WITH THE LANDLORD. THE LANDLORD WILL HOLD THIS SECURITY DEPOSIT FOR THE PERIOD THE TENANT OCCUPIES THE UNIT. AFTER THE TENANT HAS MOVED FROM THE UNIT, THE LANDLORD WILL DETERMINE WHETHER THE TENANT IS ELIGIBLE FOR A REFUND OF ANY OR ALL OF THE SECURITY DEPOSIT. THE AMOUNT OF THE REFUND WILL BE DETERMINED IN ACCORDANCE WITH THE FOLLOWING CONDITIONS AND PROCEDURES.

- A. THE TENANT WILL BE ELIGIBLE FOR A REFUND OF THE SECURITY DEPOSIT ONLY IF THE TENANT PROVIDED THE LANDLORD WITH THE 30-DAY WRITTEN NOTICE OF INTENT TO MOVE REQUIRED BY PARAGRAPH 20.
- B. AFTER THE TENANT HAS MOVED FROM THE UNIT, THE LANDLORD WILL INSPECT THE UNIT AND COMPLETE ANOTHER UNIT INSPECTION REPORT. THE LANDLORD WILL PERMIT THE TENANT TO PARTICIPATE IN THE INSPECTION, IF THE TENANT SO REQUESTS.
- C. THE LANDLORD WILL REFUND TO THE TENANT THE AMOUNT OF THE SECURITY LESS ANY AMOUNT NEEDED TO PAY THE COST OF:
  - (1) UNPAID RENT;
  - (2) DAMAGES THAT ARE NOT DUE TO NORMAL WEAR AND TEAR AND ARE NOT LISTED ON THE UNIT INSPECTION REPORT;
  - (3) CHARGES FOR LATE PAYMENT OF RENT AND RETURNED CHECKS, AS DESCRIBED IN PARAGRAPH 4; AND
  - (4) CHARGES FOR UNRETURNED KEYS, AS DESCRIBED IN PARAGRAPH 8.
- D. THE LANDLORD AGREES TO REFUND THE AMOUNT COMPUTED IN PARAGRAPH 7C WITHIN **30** DAYS AFTER THE TENANT HAS PERMANENTLY MOVED OUT OF THE UNIT, RETURNED POSSESSION OF THE UNIT TO THE LANDLORD, AND GIVEN HIS/HER NEW ADDRESS TO THE LANDLORD. THE LANDLORD WILL ALSO GIVE THE TENANT A WRITTEN LIST OF CHARGES THAT WERE SUBTRACTED FROM THE DEPOSIT.
- E. IF THE UNIT IS RENTED BY MORE THAN ONE PERSON, THE TENANTS AGREE THAT THEY WILL WORK OUT THE DETAILS OF DIVIDING ANY REFUND AMONG THEMSELVES. THE LANDLORD MAY PAY THE REFUND TO ANY TENANT IDENTIFIED IN PARAGRAPH 1 OF THIS AGREEMENT.
- F. THE TENANT UNDERSTANDS THAT THE LANDLORD WILL NOT COUNT THE SECURITY DEPOSIT TOWARDS THE LAST MONTH'S RENT OR TOWARDS REPAIR CHARGES OWED BY THE TENANT IN ACCORDANCE WITH PARAGRAPH 10.

8. KEYS AND LOCKS:

THE TENANT AGREES NOT TO INSTALL ADDITIONAL OR DIFFERENT LOCKS OR GATES ON ANY DOORS OR WINDOWS OF THE UNIT WITHOUT THE WRITTEN PERMISSION OF THE LANDLORD. IF THE LANDLORD APPROVES THE TENANT'S REQUEST TO INSTALL SUCH LOCKS, THE TENANT AGREES TO PROVIDE THE LANDLORD WITH A KEY FOR EACH LOCK. WHEN THIS AGREEMENT ENDS, THE TENANT AGREES TO RETURN ALL KEYS TO THE DWELLING UNIT TO THE LANDLORD. THE LANDLORD MAY CHARGE THE TENANT \$40 FOR EACH KEY NOT RETURNED.

9. MAINTENANCE:

- A. THE LANDLORD AGREES TO:
  - (1) MAINTAIN ALL EQUIPMENT AND APPLIANCES IN SAFE AND WORKING ORDER;
  - (2) MAKE NECESSARY REPAIRS WITH REASONABLE PROMPTNESS.
- B. THE TENANT AGREES TO:
  - (1) MAINTAIN GROUNDS AND SHRUBS;
  - (2) REGULARLY CLEAN ALL OUTDOOR AREAS AND MAINTAIN IN A SAFE CONDITION;
  - (3) KEEP THE UNIT CLEAN;
  - (4) USE ALL APPLIANCES, FIXTURES AND EQUIPMENT IN A SAFE MANNER AND ONLY FOR THE PURPOSES FOR WHICH THEY ARE INTENDED;
  - (5) NOT LITTER THE GROUNDS OR COMMON AREAS OF THE PROJECT;



- (6) ARRANGE FOR COLLECTION AND REMOVAL OF TRASH AND GARBAGE;
- (7) MAINTAIN EXTERIOR LIGHTING IN GOOD WORKING CONDITION;
- (8) NOT DESTROY, DEFACE, DAMAGE OR REMOVE ANY PART OF THE UNIT, COMMON AREAS, OR PROJECT GROUNDS;
- (9) GIVE THE LANDLORD PROMPT NOTICE OF ANY DEFECTS IN THE PLUMBING, FIXTURES, APPLIANCES, HEATING AND COOLING EQUIPMENT OR ANY OTHER PART OF THE UNIT OR RELATED FACILITIES; AND
- (10) REMOVE GARBAGE AND OTHER WASTE FROM THE UNIT IN A CLEAN AND SAFE MANNER;
- (11) NOT INSTALL ANY ADDITIONAL PHONE OR CABLE OUTLETS ANYWHERE IN THE UNIT;
- (12) NOT TO INSTALL SATELLITE DISHES OR ANTENNAS ON THE BUILDING.
- (13) PROVIDE EXTERMINATION SERVICES, AS NECESSARY

## 10. DAMAGES:

WHENEVER DAMAGE IS CAUSED BY CARELESSNESS, MISUSE, OR NEGLIGENCE ON THE PART OF THE TENANT, HIS/HER FAMILY OR VISITORS, THE TENANT AGREES TO PAY:

- A. THE COST OF ALL REPAIRS AND DO SO UPON RECEIPT OF THE LANDLORD'S DEMAND FOR THE REPAIR CHARGES; AND
- B. RENT FOR THE PERIOD THE UNIT IS DAMAGED WHETHER OR NOT THE UNIT IS HABITABLE.

## 11. RESTRICTIONS ON ALTERATIONS:

NO ALTERATION, ADDITION, OR IMPROVEMENTS SHALL BE MADE IN OR TO THE PREMISES. THE LANDLORD AGREES TO PROVIDE REASONABLE ACCOMMODATION TO AN OTHERWISE ELIGIBLE TENANT'S DISABILITY, INCLUDING MAKING CHANGES TO RULES, POLICIES, OR PROCEDURES, AND MAKING AND PAYING FOR STRUCTURAL ALTERATIONS TO A UNIT OR COMMON AREAS. THE LANDLORD IS NOT REQUIRED TO PROVIDE ACCOMMODATIONS THAT CONSTITUTE A FUNDAMENTAL ALTERATION TO THE LANDLORD'S PROGRAM OR WHICH WOULD POSE A SUBSTANTIAL FINANCIAL AND ADMINISTRATIVE HARDSHIP. SEE THE REGULATIONS AT 24 CFR PART 8. IN ADDITION, IF A REQUESTED STRUCTURAL MODIFICATION DOES POSE A SUBSTANTIAL FINANCIAL AND ADMINISTRATIVE HARDSHIP, THE LANDLORD MUST THEN ALLOW THE TENANT TO MAKE AND PAY FOR THE MODIFICATION IN ACCORDANCE WITH THE FAIR HOUSING ACT.

## 12. GENERAL RESTRICTIONS:

THE TENANT MUST LIVE IN THE UNIT AND THE UNIT MUST BE THE TENANT'S ONLY PLACE OF RESIDENCE. THE TENANT SHALL USE THE PREMISES ONLY AS A PRIVATE DWELLING FOR HIMSELF/HERSELF AND THE INDIVIDUALS LISTED ON THE TENANT INCOME CERTIFICATION (TIC) COMPLIANCE WITH ADFA'S TENANT ELIGIBILITY AND RENT PROCEDURES, ATTACHMENT 1. THE TENANT AGREES TO PERMIT OTHER INDIVIDUALS TO RESIDE IN THE UNIT ONLY AFTER OBTAINING THE PRIOR WRITTEN APPROVAL OF THE LANDLORD. THE TENANT AGREES NOT TO:

- A. SUBLET OR ASSIGN THE UNIT, OR ANY PART OF THE UNIT;
- B. USE THE UNIT FOR UNLAWFUL PURPOSES;
- C. ENGAGE IN OR PERMIT UNLAWFUL ACTIVITIES IN THE UNIT, IN THE COMMON AREAS OR ON THE PROJECT GROUNDS;
- D. HAVE PETS OR ANIMALS OF ANY KIND IN THE UNIT WITHOUT THE PRIOR WRITTEN PERMISSION OF THE LANDLORD, BUT THE LANDLORD WILL ALLOW THE TENANT TO KEEP AN ANIMAL NEEDED AS A REASONABLE ACCOMMODATION TO THE TENANT'S DISABILITY, AND WILL ALLOW ANIMALS TO ACCOMPANY VISITORS WITH DISABILITIES WHO NEED SUCH ANIMALS AS AN ACCOMMODATION TO THEIR DISABILITIES; OR
- E. MAKE OR PERMIT NOISES OR ACTS THAT WILL DISTURB THE RIGHTS OR COMFORT OF NEIGHBORS. THE TENANT AGREES TO KEEP THE VOLUME OF ANY RADIO, PHONOGRAPH, TELEVISION OR MUSICAL INSTRUMENT AT A LEVEL, WHICH WILL NOT DISTURB THE NEIGHBORS.



13. RULES: THE TENANT AGREES TO OBEY THE HOUSE RULES, WHICH ARE ATTACHMENT NO. 3 TO THIS AGREEMENT. THE TENANT AGREES TO OBEY ADDITIONAL RULES ESTABLISHED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT IF:
- A. THE RULES ARE REASONABLY RELATED TO THE SAFETY, CARE AND CLEANLINESS OF THE BUILDING AND THE SAFETY, COMFORT AND CONVENIENCE OF THE TENANTS; AND
  - B. THE TENANT RECEIVES WRITTEN NOTICE OF THE PROPOSED RULE AT LEAST 30 DAYS BEFORE THE RULE IS ENFORCED.
14. REGULARLY SCHEDULED RECERTIFICATIONS: EVERY YEAR AROUND THE 1ST DAY OF \_\_\_\_\_, THE LANDLORD WILL REQUEST THE TENANT TO REPORT THE INCOME AND COMPOSITION OF THE TENANT'S HOUSEHOLD AND TO SUPPLY ANY OTHER INFORMATION REQUIRED BY ADFP FOR THE PURPOSES OF DETERMINING THE TENANT'S ELIGIBILITY. THE TENANT AGREES TO PROVIDE ACCURATE STATEMENTS OF THIS INFORMATION AND TO DO SO BY THE DATE SPECIFIED IN THE LANDLORD'S REQUEST. THE LANDLORD WILL VERIFY THE INFORMATION SUPPLIED BY THE TENANT. IF THE TENANT DOES NOT SUBMIT THE REQUIRED RECERTIFICATION INFORMATION BY THE DATE SPECIFIED IN THE LANDLORD'S REQUEST, THE LANDLORD WILL TERMINATE THE LEASE.
15. REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS: IF ANY OF THE FOLLOWING CHANGES OCCUR, THE TENANT AGREES TO ADVISE THE 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.
- THE TENANT MAY REQUEST TO MEET WITH THE LANDLORD TO DISCUSS HOW ANY CHANGE IN INCOME OR OTHER FACTORS MAY AFFECT HIS/HER ELIGIBILITY.
16. REMOVAL OF ELIGIBILITY: THE HOUSEHOLD MAY CEASE TO BE ELIGIBLE IF EVENTS IN EITHER ITEMS 1, 2 OR 3 BELOW OCCUR. FAILURE TO MEET ELIGIBILITY MEANS THAT THE LANDLORD WILL TERMINATE THE LEASE AT THE END OF THE LEASE TERM AND MAKE THE UNIT AVAILABLE TO ANOTHER TENANT.
- (1) THE TENANT DOES NOT PROVIDE THE LANDLORD WITH THE INFORMATION OR REPORTS REQUIRED BY PARAGRAPH 14 OR 15 WITHIN 10 CALENDAR DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE OF INTENT TO TERMINATE THE TENANT'S LEASE.
  - (2) THE HOUSEHOLD NO LONGER MEETS THE LANDLORD'S WRITTEN OCCUPANCY STANDARDS FOR ASSIGNING THE APPROPRIATE UNIT SIZE.
- THE LANDLORD AGREES TO GIVE THE TENANT WRITTEN NOTICE OF THE PROPOSED TERMINATION. THE NOTICE WILL ADVISE THE TENANT THAT, DURING THE TEN CALENDAR DAYS FOLLOWING THE DATE OF THE NOTICE, HE/SHE MAY REQUEST TO MEET WITH THE LANDLORD TO DISCUSS THE PROPOSED LEASE TERMINATION. IF THE TENANT REQUESTS A DISCUSSION OF THE PROPOSED TERMINATION, THE LANDLORD AGREES TO MEET WITH THE TENANT.



17. ACCESS BY LANDLORD: THE LANDLORD AGREES TO ENTER THE UNIT ONLY DURING REASONABLE HOURS, TO PROVIDE REASONABLE ADVANCE NOTICE OF HIS/HER INTENT TO ENTER THE UNIT. EXCEPT WHEN URGENT SITUATIONS MAKE SUCH NOTICES IMPOSSIBLE OR EXCEPT UNDER PARAGRAPH (B) BELOW.
- A. THE TENANT CONSENTS IN ADVANCE TO THE FOLLOWING ENTRIES INTO THE UNIT:
- (i) THE TENANT AGREES TO PERMIT THE LANDLORD, HIS/HER AGENTS OR OTHER PERSONS, WHEN AUTHORIZED BY THE LANDLORD, TO ENTER THE UNIT FOR THE PURPOSE OF MAKING REASONABLE REPAIRS AND PERIODIC INSPECTIONS.
  - (ii) AFTER THE TENANT HAS GIVEN A NOTICE OF INTENT TO MOVE, THE TENANT AGREES TO PERMIT THE LANDLORD TO SHOW THE UNIT TO PROSPECTIVE TENANTS DURING REASONABLE HOURS.
- B. IF THE TENANT MOVES BEFORE THIS AGREEMENT ENDS, THE LANDLORD MAY ENTER THE UNIT TO DECORATE, REMODEL, ALTER OR OTHERWISE PREPARE THE UNIT FOR RE-OCCUPANCY.
18. DISCRIMINATION PROHIBITED: THE LANDLORD AGREES NOT TO DISCRIMINATE BASED UPON RACE, COLOR, RELIGION, CREED, NATIONAL ORIGIN, SEX, AGE, FAMILIAL STATUS, AND DISABILITY.
19. CHANGE IN RENTAL AGREEMENT: THE LANDLORD MUST NOTIFY THE TENANT OF ANY CHANGE AT LEAST 30 DAYS BEFORE THE PROPOSED EFFECTIVE DATE OF THE CHANGE. THE TENANT MAY ACCEPT THE CHANGED TERMS AND CONDITIONS BY SIGNING THE NEW AGREEMENT OR THE AMENDMENT TO THE EXISTING AGREEMENT AND RETURNING IT TO THE LANDLORD. THE TENANT MAY REJECT THE CHANGED TERMS AND CONDITIONS BY GIVING THE LANDLORD WRITTEN NOTICE THAT HE/SHE INTENDS TO TERMINATE THE TENANCY. THE TENANT MUST GIVE SUCH NOTICE AT LEAST 30 DAYS BEFORE THE PROPOSED CHANGE WILL GO INTO EFFECT. IF THE TENANT DOES NOT ACCEPT THE AMENDED AGREEMENT, THE LANDLORD MAY REQUIRE THE TENANT TO MOVE FROM THE PROJECT, AS PROVIDED IN PARAGRAPH 20.
20. TERMINATION OF TENANCY:
- A. TO TERMINATE THIS AGREEMENT, THE TENANT MUST GIVE THE LANDLORD 30-DAYS WRITTEN NOTICE BEFORE MOVING FROM THE UNIT. IF THE TENANT DOES NOT GIVE FULL 30 DAY NOTICE, THE TENANT WILL BE LIABLE FOR RENT UP TO THE END OF THE 30 DAYS FOR WHICH NOTICE WAS REQUIRED OR TO THE DATE THE UNIT IS RE-RENTED, WHICHEVER DATE COMES FIRST.
  - B. THE LANDLORD MAY TERMINATE THIS AGREEMENT FOR THE FOLLOWING REASONS:
    - (1) THE TENANT'S MATERIAL NONCOMPLIANCE WITH THE TERMS OF THIS AGREEMENT;
    - (2) THE TENANT'S MATERIAL FAILURE TO CARRY OUT OBLIGATIONS UNDER ANY STATE LANDLORD AND TENANT ACT;
    - (3) DRUG RELATED CRIMINAL ACTIVITY ENGAGED IN ON OR NEAR THE PREMISES, BY ANY TENANT, HOUSEHOLD MEMBER, OR GUEST, AND ANY SUCH ACTIVITY ENGAGED IN ON THE PREMISES BY ANY OTHER PERSON UNDER THE TENANT'S CONTROL;
    - (4) DETERMINATION MADE BY THE LANDLORD THAT A HOUSEHOLD MEMBER IS ILLEGALLY USING A DRUG;
    - (5) DETERMINATION MADE BY THE LANDLORD THAT A PATTERN OF ILLEGAL USE OF A DRUG INTERFERES WITH THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS;
    - (6) CRIMINAL ACTIVITY BY A TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR ANOTHER PERSON UNDER THE TENANT'S CONTROL:
      - (A) THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS (INCLUDING PROPERTY MANAGEMENT STAFF RESIDING ON THE PREMISES);
      - (B) OR THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THEIR RESIDENCES BY PERSONS RESIDING IN THE IMMEDIATE VICINITY OF THE PREMISES;
    - (7) IF THE TENANT IS FLEEING TO AVOID PROSECUTION, OR CUSTODY OR CONFINEMENT AFTER CONVICTION, FOR A CRIME, OR ATTEMPT TO COMMIT A CRIME, THAT IS A FELONY UNDER THE LAWS OF THE PLACE FROM WHICH THE INDIVIDUAL FLEES



- (8) IF THE TENANT IS VIOLATING A CONDITION OF PROBATION OR PAROLE UNDER FEDERAL OR STATE LAW;
- (9) DETERMINATION MADE BY THE LANDLORD THAT A HOUSEHOLD MEMBER'S ABUSE OR PATTERN OF ABUSE OF ALCOHOL THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS;
- (10) IF THE LANDLORD DETERMINES THAT THE TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR ANOTHER PERSON UNDER THE TENANT'S CONTROL HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR ANOTHER PERSON UNDER THE TENANT'S CONTROL HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY.
- (11) THE LANDLORD MAY TERMINATE THIS AGREEMENT FOR OTHER GOOD CAUSE, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE TENANT'S REFUSAL TO ACCEPT CHANGE TO THIS AGREEMENT. TERMINATIONS FOR "OTHER GOOD CAUSE" MAY ONLY BE EFFECTIVE AS OF THE END OF ANY INITIAL OR SUCCESSIVE TERM.

- C. THE TERM *MATERIAL NONCOMPLIANCE WITH THE LEASE* INCLUDES: (1) ONE OR MORE SUBSTANTIAL VIOLATIONS OF THE LEASE; (2) REPEATED MINOR VIOLATIONS OF THE LEASE THAT (A) DISRUPT THE LIVABILITY OF THE PROJECT; (B) ADVERSELY AFFECT THE HEALTH OR SAFETY OF ANY PERSON OR THE RIGHT OF ANY TENANT TO THE QUIET ENJOYMENT TO THE LEASED PREMISES AND RELATED PROJECT FACILITIES, (C) INTERFERE WITH THE MANAGEMENT OF THE PROJECT, OR (D) HAVE AN ADVERSE FINANCIAL EFFECT ON THE PROJECT (3) FAILURE OF THE TENANT TO TIMELY SUPPLY ALL REQUIRED INFORMATION ON THE INCOME AND COMPOSITION, OR ELIGIBILITY FACTORS, OF THE TENANT HOUSEHOLD (INCLUDING, BUT NOT LIMITED TO, FAILURE TO MEET THE DISCLOSURE AND VERIFICATION REQUIREMENTS FOR SOCIAL SECURITY NUMBERS, OR FAILURE TO SIGN AND SUBMIT CONSENT FORMS FOR THE OBTAINING OF WAGE AND CLAIM INFORMATION FROM STATE WAGE INFORMATION COLLECTION AGENCIES), AND (4) NON-PAYMENT OF RENT OR ANY OTHER FINANCIAL OBLIGATION DUE UNDER THE LEASE BEYOND ANY GRACE PERIOD PERMITTED UNDER STATE LAW. THE PAYMENT OF RENT OR ANY OTHER FINANCIAL OBLIGATION DUE UNDER THE LEASE AFTER THE DUE DATE BUT WITHIN THE GRACE PERIOD PERMITTED UNDER STATE LAW CONSTITUTES A MINOR VIOLATION.
- D. IF THE LANDLORD PROPOSES TO TERMINATE THIS AGREEMENT, THE LANDLORD AGREES TO GIVE THE TENANT WRITTEN NOTICE AND THE GROUNDS FOR THE PROPOSED TERMINATION. IF THE LANDLORD IS TERMINATING THIS AGREEMENT FOR "OTHER GOOD CAUSE," THE TERMINATION NOTICE MUST BE MAILED TO THE TENANT AND HAND-DELIVERED TO THE DWELLING UNIT AT LEAST 30 DAYS BEFORE THE DATE THE TENANT WILL BE REQUIRED TO MOVE FROM THE UNIT AND IN ACCORDANCE WITH STATE LAW REQUIREMENTS. NOTICES OF PROPOSED TERMINATION FOR OTHER REASONS MUST BE GIVEN IN ACCORDANCE WITH ANY TIME FRAMES SET FORTH IN STATE AND LOCAL LAW. ALL TERMINATION NOTICES MUST:
- SPECIFY THE DATE THIS AGREEMENT WILL BE TERMINATED;
  - STATE THE GROUNDS FOR TERMINATION .

21. HAZARDS: THE TENANT SHALL NOT UNDERTAKE, OR PERMIT HIS/HER FAMILY OR GUESTS TO UNDERTAKE, ANY HAZARDOUS ACTS OR DO ANYTHING THAT WILL INCREASE THE PROJECT'S INSURANCE PREMIUMS. SUCH ACTION CONSTITUTES A MATERIAL NON-COMPLIANCE. IF THE UNIT IS DAMAGED BY FIRE, WIND, OR RAIN TO THE EXTENT THAT THE UNIT CANNOT BE LIVED IN AND THE DAMAGE IS NOT CAUSED OR MADE WORSE BY THE TENANT, THE TENANT WILL BE RESPONSIBLE FOR RENT ONLY UP TO THE DATE OF THE DESTRUCTION. ADDITIONAL RENT WILL NOT ACCRUE UNTIL THE UNIT HAS BEEN REPAIRED TO A LIVABLE CONDITION.

22. PENALTIES FOR SUBMITTING FALSE INFORMATION: KNOWINGLY GIVING THE LANDLORD FALSE INFORMATION REGARDING INCOME OR OTHER FACTORS CONSIDERED IN DETERMINING TENANT'S ELIGIBILITY AND RENT IS A MATERIAL NONCOMPLIANCE WITH THE LEASE SUBJECT TO TERMINATION OF TENANCY. IN ADDITION, THE TENANT COULD BECOME SUBJECT TO PENALTIES AVAILABLE UNDER FEDERAL LAW. THOSE PENALTIES INCLUDE FINES UP TO \$10,000 AND IMPRISONMENT FOR UP TO FIVE YEARS.

23. CONTENTS OF THIS AGREEMENT: THIS AGREEMENT AND ITS ATTACHMENTS MAKE UP THE ENTIRE AGREEMENT BETWEEN THE LANDLORD AND THE TENANT REGARDING THE UNIT. IF ANY COURT DECLARES A PARTICULAR



PROVISION OF THIS AGREEMENT TO BE INVALID OR ILLEGAL, ALL OTHER TERMS OF THIS AGREEMENT WILL REMAIN IN EFFECT AND BOTH THE LANDLORD AND THE TENANT WILL CONTINUE TO BE BOUND BY THEM.

24. ATTACHMENTS TO THE AGREEMENT: THE TENANT CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THIS AGREEMENT AND THE FOLLOWING ATTACHMENTS TO THIS AGREEMENT AND UNDERSTANDS THAT THESE ATTACHMENTS ARE PART OF THIS AGREEMENT.
- A. ATTACHMENT NO. 1 – OWNER’S CERTIFICATION OF COMPLIANCE WITH ADFA’S TENANT ELIGIBILITY AND RENT PROCEDURES, TENANT INCOME CERTIFICATION (TIC)
  - B. ATTACHMENT NO. 2 - UNIT INSPECTION REPORT.
  - C. ATTACHMENT NO. 3 - HOUSE RULES
  - D. ATTACHMENT NO. 4 - MAINTENANCE CHARGE LIST

25. SIGNATURES:  
TENANT BY:

1. \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
DATE SIGNED

2. \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
DATE SIGNED

3. \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
DATE SIGNED

LANDLORD BY: \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
DATE SIGNED



FAMILY SUMMARY SHEET

Please note: This form Must Be completed prior to receiving your application and must contain the information for each person who will live in the household. In Addition, UPM 021, Citizenship Declaration of Status must be completed for each member on this list.

Member No.	Last Name of Family Member	First Name	Relationship to Head of Household	Sex	Date of Birth
Head					
2					
3					
4					
5					
6					
7					
8					
9					
10					

I understand that at no time may I have a person/persons living in my unit that is not included on the Family Summary sheet here submitted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

