

CASTLE ROCK APARTMENT LIMITED PARTNERSHIP LEASE
Corner of Main and Wilson
BOARDMAN, OREGON 97818
541-564-6938

Equal Opportunity Housing

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call 800-795-3272 Voice or 202-720-6382 TDD. USDA is an equal opportunity provider, and employer.

IMPORTANT! PLEASE READ CAREFULLY

This lease is for the rental of apartments that have been constructed with assistance from the USDA, Rural Development, Section 42 Low Income Housing Tax Credits, HUD HOME funding,. This lease is subject to instruction 7 CFR 3560 and other USDA, Rural Development regulations, IRS Section 42 Regulations, HUD 4350.3 Regulations and Oregon Housing and Community Development Regulations, the provisions of which are incorporated herein. It contains special provisions concerning your income, the basis for determining your rent and other factors that may be different from leases that you as a Tenant have previously signed. Your signature indicates that you have read these provisions. Please read it carefully before signing, and ask questions if there are any parts that you do not understand.

Note: Wherever "Farmers Home Administration", "FmHA", "Rural Development Administration", "RDA", "Rural Development", "RD", or "RHS" appear, the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture, is substituted.

1. Tenant: _____
2. Co-Tenants: _____
3. Address: _____ Apt. No. _____
4. Monthly Rent: \$ _____ 5. Number of Bedrooms: _____
6. Lease Terms: Lease Begins _____

Lease is for one year, and will be renew unless terminated by Tenant or Management

7. Appliances: Range, Refrigerator

8. Household Composition

	NAME	RELATION TO FAMILY HEAD	DATE OF BIRTH	ADULT/TENANT	FARMWORKER TENANT
a.	Head of Household				
b.	_____				
c.	_____				
d.	_____				
e.	_____				
f.	_____				
g.	_____				
h.	_____				
i.	_____				
j.	_____				

9. If Checked, family temporarily occupies unit for which they are not eligible and transfer provisions Apply. (See para. 10)

10. Security Deposit Amount: \$ _____ (\$150 – 2 bdrm, \$175 – 3 bdrm, \$200 – 4 bdrm)

11. This is unit **is a** _____ **is not a** _____ HOME unit.

12. UTILITIES:	PAID BY OWNER	PAID BY TENANTS
Electricity/Gas, including Heat, Hot Water, & Range	_____	<u> X </u>
Telephone	_____	<u> X </u>
Cable TV	_____	<u> X </u>
Garbage	<u> X </u>	
Water, Sewer	<u> X </u>	

13. On-Site Management Phone Number
Management Agent Phone Number (541) 567-3241

This Lease is made by and between Castle Rock Apartments Limited Partnership, through its Management Agent, Housing Authority of Umatilla County (**Management**) and the Tenant and Co-tenants named on page 1 (**Tenant**). The Management leases to the Tenant the apartment identified on page 1, subject to these terms and conditions:

1. PRELIMINARY PROVISIONS: PARTIES, DEFINITIONS.

A. **OWNER.** Castle Rock Apartments Limited Partnership is the Owner of the premises. The Housing Authority of the County of Umatilla, is the general managing partner of the Owner and is therefore responsible for overall management of Castle Rock Apartments.

B. **MANAGEMENT.** The Housing Authority of the County of Umatilla is the Management Agent and will manage the day-to-day operations of Castle Rock Apartments under the direction of The Housing Authority of the County of Umatilla, General Managing Partner of the Castle Rock Apartments Limited Partnership.

C. **RESIDENT MANAGER.** The person authorized to manage the apartment and the person authorized to act for and on behalf of the Owner and the Management Agent for the purpose of service of process and receiving and receipting for notices and demands is the Resident Manager and can be contacted at the office number:

Phone:

D. **TENANTS.** Each adult member of the family who is accepted by Management is a Tenant and is both individually and jointly responsible for compliance with the terms and conditions of this Lease.

E. **FARM WORKER** Is any person (and the family of such person) who receives a substantial portion of his or her income from primary production of agricultural or aquacultural commodities or the handling of agricultural or aquacultural commodities in the unprocessed stage, or the processing of agricultural or aquacultural commodities, without respect to the source of employment, except that (A) such person shall be a citizen of the United States or a person legally admitted for permanent residence; (B) such term includes any person (and the family of such person) who is retired or disabled, but who was domestic farm labor at the time of retirement or becoming disabled domestic farm laborer.

F. **IMMEDIATE FAMILY MEMBERS** include the farm worker Tenant and his/her parents, children, and spouse, and any other related dependents or persons who regularly live with the farm worker Tenant and whose income(s) and resources are available for use in meeting the living expenses of the group. Children shall include sons and daughters of a Tenant, and minors who are financially dependent on a Tenant, whether or not they are related to the Tenant. Spouse shall include a person who acts as a spouse, whether or not legally married.

G. **NONDISCRIMINATION.** The Owner and Management shall comply with the nondiscrimination provisions in Title VI of the Civil Rights Act of 1964, Title VII of Farm Housing, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 and the Americans with Disabilities Act. No person shall be refused tenancy or otherwise discriminated against because of race, color, national origin, religion, sex, familial or marital status, physical or mental handicap, Age or sexual orientation. Any discrimination complaint should be directed either to the Secretary of Agriculture or the Office of Equal Opportunity, U.S. Department of Agriculture, Washington, D.C., 20250, or the Secretary of Housing and Urban Development, Washington, D.C., 20410. The complaint shall be in writing with Tenant's name and address and the name and address of the persons or organization the complaint is being made against as well as a statement of the facts supporting the complaint.

H. **APARTMENT, PREMISES:** Apartment means the dwelling unit occupied by Tenants; premises means the dwelling unit, the building of which it is a part, the appliances and facilities in the apartment, and the grounds and facilities useable by all Tenants, including the laundry rooms.

2. **AUTHORIZATION TO RELEASE INFORMATION.** Tenants agree that information related to income and employment may be released to Owner and state and federal agencies only for purposes of determining whether Castle Rock Apartments complies with applicable financing requirements. In all other respects, information provided by Tenants is confidential. Reference #6 comment

3. **TENANT ELIGIBILITY.**

A. **Tenants state that the information given to Management during the application process is true, and that the Tenant has truthfully completed and signed the Tenant Certification Form.** Management has relied on this information in determining Tenant's eligibility and the apartment size. **If Tenants misrepresent or have misrepresented any material fact, Management may, in addition to other legal remedies, terminate this Lease and/or require the Tenants to pay back rent** due retroactive to the date of the misrepresentation.

Tenant shall make restitution when unauthorized assistance is received due to applicant's or tenant's fraud or misrepresentation. Submission of false information could result in legal action.

B. I understand that the project is operated and maintained for the purpose of providing housing for domestic farm laborers and their immediate families. I do hereby certify that a substantial portion of my immediate family income is and will be derived from farm labor. I further understand that domestic farm labor means person who receive a substantial portion of their income as laborers on farms in the United States and either are Citizens of the United States, or reside in the United States, Puerto Rico, or the Virgin Islands, after being legally admitted for permanent residence therein, and may include the immediate families of such persons. Laborers on farms may include laborers engaged in handling/processing of agricultural commodities. It also includes labor for the production of aquatic organisms under a controlled or selected environment.

I agree that if my household income ceases to be substantially from farm labor for reasons other than disability or retirement, I will vacate my dwelling after proper notification (30 day written notice) by the owner.

This housing project is financed by the U.S. Department of Agriculture. Said agency has the right to verify any information provided in the application.

C. Tenant certifies that the Tenant's family meet all the following eligibility criteria:

- (1) at least one adult Tenant is a "farm worker"; and
- (2) Tenant's family earns a substantial portion of its income from "farm labor"; and
- (3) all members of the Tenant's household are members of the farm laborer's "immediate family"; and
- (4) there are and not less than ___ occupants nor more than ___ occupants of the apartment, in accordance with the following occupancy standards:

2 - 4 persons:	2 Bedroom
3 - 6 persons:	3 Bedroom
4 - 8 persons	4 Bedroom; and
- (5) the family's adjusted income is at or below HUD's 50% of median income standard as applicable to the HOME regulations; and
- (6) the Tenant has the ability to pay the rent to be charged, considering past payment history and current income; and
- (7) neither the Tenant nor any member of the Tenant's family has a documented history of violence and harassment of neighbors, or of disturbing the quiet enjoyment of neighbors, or of violating the terms of previous rental agreement(s), such as failure to maintain the units in a good and sanitary condition.

D. **Tenant certifies and agrees to the following:**

"I understand that I will no longer be eligible for occupancy in the project if my income exceeds the maximum allowable adjusted income as defined periodically by USDA Rural Development and OHCS LIHTC requirements for the State of Oregon" (Except for HOME units)

I agree I must immediately notify the landlord when there is a change in my gross income or adjustment to income, or when there is a change in the number of person living in the household in accordance with 7 CFR 3561.152 regulations and other regulations subject to this properties regulatory requirements. I understand 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 the corrective action the landlord may take includes, but not limited to, the initiation of a demand for repayment of any benefits or 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 for Plan II or 125 percent of rent in Plan I), 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.

I understand that I must promptly notify the lessor of any extended absences and that if I do not personally reside in the unit for a period exceeding 30 consecutive days, for reason other than health or emergency, My monthly tenant contribution shall be raised to \$_____/per month (note rate for Plan II or 125 percent of rent in Plan I) for the period of my absence exceeding 60 consecutive days. I also understand that should any rental assistance be suspended or reassigned to other eligible tenants, I am not assured that it will still be available to me upon my return. I also understand that if my absence continues, that as landlord, you may take the appropriate steps to terminate my tenancy.

I understand that should I receive occupancy benefits to which I am not entitled due to my/our failure to provide any certifications and income verifications required by the owner or cooperative board to permit determination of eligibility and, when applicable, the monthly tenant or member contribution to be charged.

I understand that income certification is a requirement of occupancy and I agree to promptly provide any certifications and income verifications required by the owner or cooperative board to permit determination of eligibility and, when applicable, the monthly tenant or member contribution to be charged." I further understand that this property is financed, in part, by USDA and that information provided by me regarding my income will be verified by the Agent and USDA Rural Housing.

E. TENANTS UNDERSTAND THAT IN ORDER TO CONTINUE TO LIVE IN CASTLE ROCK APTS.:

- (1) AT LEAST ONE TENANT MUST BE A FARM WORKER DURING THE YEAR, AND**
- (2) THE FAMILY MUST EARN A SUBSTANTIAL PORTION OF ITS INCOME FROM FARM LABOR EACH YEAR, AND**
- (3) ALL MEMBERS OF THE HOUSEHOLD MUST BE IMMEDIATE FAMILY MEMBERS OF THE FARM WORKER, AND**
- (4) TENANT MUST BE A UNITED STATES CITIZEN OR QUALIFIED ALIEN, AND QUALIFY AS A VER LOW, LOW, OR MODERATE INCOME HOUSEHOLD;**

FAILURE TO MEET THESE REQUIREMENTS WILL RESULT IN THE TERMINATION OF LEASE AGREEMENT. See para. 9 for process for determining continued eligibility.

- 4. LEASE TERM:** The term of this Lease shall commence on _____ (the date identified on page 1) and shall be for the period of 1 year ending on _____. The Lease shall be renewed for a period of one year unless terminated by Management or by Tenants.

5. **RENT:** The “**Market Rent** for the Tenant’s unit is \$_____ per month. Depending on the Tenant’s income and family size, Tenant may be eligible for **rental assistance**. USDA Rural Development (USDA/RD) would then pay part of the market rent, and Tenant will pay part of the rent. The amount of rent Tenant pays is the “Tenant Monthly Rent.” Noncompliance with this Lease may result in Tenant paying the Market Rent.

A. TENANT MONTHLY RENT. Tenants agree to pay each month as “Tenant Monthly Rent” \$_____ (see p. 1). If the term of this Lease begins on a day other than the first of any month, Tenants agree to pay the prorated amount to the end of the month and then to pay each full monthly rent.

B. I understand and agree that as long as I receive rental assistance, my gross monthly contribution (as determined on the latest Form USDA 3560-8, which must be attached to this lease) for rent or occupancy-charge and utilities will be \$_____. If I pay any or all utilities directly (not including telephone or cable), 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 lessor will pay me \$_____.

I also understand and agree that my monthly contribution under this lease or occupancy agreement may be raised or lowered, based on USDA-approved changes in basic or note rate rents prior to the expiration of this lease, 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, changes in my eligibility, 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 pertaining to my tenancy expires, I understand and agree that my monthly contribution may change during the remaining term of this lease agreement.

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 owner and Rural Development remains in effect. However, should this assistance be terminated I may arrange to terminate this contract, giving proper 30-day notice as set forth elsewhere in this lease.

C. RENT CHANGES DURING LEASE. Tenants agree Tenant’s Monthly Rent 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, changes in citizenship/permanent residency status, and on the escalation clause in this Lease. Should Tenant no longer receive rental assistance as a result of these changes or the rental assistance agreement executed by Management and USDA/RD expires, Tenants understand and agree that Tenant’s Monthly Rent may be adjusted during the term of this Lease upon 30 days written notice. No increase will take place due to prepayment of the USDA/RD loan during the term of the Lease. Also no change in tenant contribution will occur due to monetary or non-monetary default or when rental assistance or interest credit, is suspended, canceled, or terminated due to the landlord’s fault. Also, there will be no escalation in the tenant’s contribution when rental assistance or interest credit is terminated due to the fault of management or landlord, or due to liquidation and acceleration of the USDA/RD loan promissory note. The tenant’s payment will also not change if federal subsidies paid to landlord on behalf of tenants are suspended or cancelled, for the term of the lease.

D. TIME AND PLACE OF PAYMENT. Tenants agree to pay rent in advance or on the first day of each month. Tenants shall pay rent at the On-Site Management Office or at the Agents office located at _155 SW 10th Street, Hermiston Oregon 97838 _____ during normal business hours. Rent is considered paid on the date delivered.

- E. OTHER CHARGES. Except where termination of the Lease is justified for failure to make timely rent payments or except where the Lease has otherwise been terminated as provided herein, Management shall accept Tenant's rent payment without regard to any other charges owed by Tenants. Management may exercise other separate legal remedies available to Management for the collection of any other charges, that may be owing from Tenants.
- F. LATE CHARGES. Tenants agree to pay a late charge of \$ 10 for each month's delinquent rent if rent is not paid by the end of the 7th day of the month. Nonpayment of rent after receiving notice of nonpayment is grounds for eviction. Repeated late payment of rent is also grounds for eviction.
- G. The above provisions concerning the tenant's monthly contributions, and under what circumstances they may change are understood and agreed to by landlord and tenant and do hereby certify that understanding.

 Tenant Signature

 Landlord/Agent Signature

6. DEPOSITS.

- A. SECURITY DEPOSIT. Tenants agree to deposit with Management the security deposit amount provided on Page 1 to secure performance of this Lease. Management will deduct from this deposit amounts reasonably necessary to remedy any of Tenant's defaults, including but not limited to (a) nonpayment of rent or other charges due, and (b) repair of damages caused by Tenants or their guests. Before moving out, Tenant shall provide Management with a forwarding address. Within 30 days after the termination of this Lease and delivery of the possession of the apartment to Management, or within such shorter period as required by law, Management will send to Tenant, at the forwarding address provided to Management, a check for the deposit less amounts claimed, along with a written account stating specifically the basis for the claim. If Tenant does not provide a forwarding address, Management will send the deposit and/or accounting to Tenant's last known address, with "Please forward" on the envelope. All security deposits will be placed in a non-interest bearing account separated from other funds.

7. MAINTENANCE, REPAIR, ALTERATIONS AND DAMAGES

A. TENANT RESPONSIBILITIES.

- (1) Tenants agree to keep the apartment and premises under Tenant's control in a clean and safe condition and to use the premises, appliances and equipment in a reasonable manner.
- (2) Tenants agree to dispose of all garbage and other waste in a sanitary and safe manner. All garbage will be put into the proper containers and not stacked around the dumpster. Tenants who cannot reach the dumpster should not be allowed to dispose of the garbage. If there are no Tenants in the household who can properly dispose of all garbage into the proper containers, the Tenant should contact Management to make arrangements to dispose of garbage.
- (3) Tenants agree to abide by any recycling program established by Management.
- (4) Tenants shall not leave or store campers, inoperable vehicles, boats, benches, sheds, immobile equipment or unsightly objects on the premises or on the grounds without the written consent of Management.
- (5) **Tenants agree to notify Management promptly of the need for repairs to the apartment and of unsafe conditions in the apartment or the premises, which may lead to damage or injury. Failure of tenant to inform management of these conditions will constitute liability on the tenant resulting in monetary damages. Maintenance request must be in writing except for extreme emergencies.**
- (6) Tenants shall not destroy, deface, damage, or remove any appliances, equipment or part of the premises or permit any person to do so.
- (7) Tenants shall not repair or remodel the apartment or premises or its equipment without Management's prior written consent. If such consent is obtained and such changes or improvements are made by Tenants, they shall remain a part of the premises upon

termination of this Lease unless Management directs that they be removed in which event they shall be removed by Tenants at Tenant's expense and the premises restored as directed. An exception is made for a reasonable accommodation. Tenant's drapes must have a white backing in order for the decor to match owner drapes (as viewed from the outside). Any shades hung on patios must meet with Management's approval as to style and color.

- (8) Tenants shall not erect an aerial fixture on the exterior of the premises without consent of Management.
 - (9) Tenants agree not to use tacks, nails, screws, molly bolts or other fasteners in any part of the apartment or premises except as permitted by Management.
 - (10) No storage of personal belongings or furnishing will be permitted on decks, porches, or public areas. Tenants are responsible to keep these areas clean and free of clutter.
 - (11) Tenant agrees to pay two dollar for each key lost during residency or not returned at the time of vacancy.
 - (12) No waterbeds are permitted without prior written approval by management.
 - (13) Management is not responsible for fire, theft or damage to personal effects, etc., in apartment, laundry, storage lockers, garage, or any portion of the building. For your security, keep your apartment door locked at all times. Management recommends the tenant secure their own renters insurance.
 - (14) Unless Management has designated an area, no washing or maintenance of automobiles (oil changes, etc.) shall be permitted without the prior approval of Management.
 - (15) Laundry rooms are restricted for laundry uses only. No recreational or other equipment is allowed on grassy areas, parking lots or other areas. Only pedestrian traffic is allowed on project sidewalks and common areas.
- B. MANAGEMENT RESPONSIBILITIES. Management agrees to make necessary repairs and maintain the premises and buildings, facilities, and common areas not otherwise assigned to Tenants for maintenance and upkeep in a decent, safe, and sanitary condition. Management agrees to maintain in good and safe working order and condition all electrical, plumbing and other facilities and the appliances supplied by Management (range and refrigerator). Management will comply with the requirements of all applicable regulations materially affecting health and safety in accordance with state and local codes, Agency Regulations and Federal Fair Housing Requirements.
- C. TENANT CHARGES. Tenants agree to pay the reasonable cost for repairs beyond normal wear and tear, to pay for damages to the premises caused by Tenants or their guests and to pay for missing property, fixtures or equipment. Management shall bill such charges to Tenants and specify the items of damage involved, corrective action taken and the cost. Charges assessed shall become due 30 days after written notice to Tenant.
- D. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY. If the apartment is damaged to the extent that conditions are hazardous to life, health, or safety of the occupants:
- (1) Tenants shall immediately notify Management in writing of the damage;
 - (2) Management shall respond within 24 hours and repair the unit, within a reasonable time, provided that if the damage was caused by Tenants or their guests, the reasonable cost of the repairs may be charged to Tenants pursuant to Paragraph 7C of this Lease;
 - (3) If the apartment is damaged beyond repair, this Lease shall be terminated by appropriate notice to Tenants.

8. UTILITIES.

A. Utilities will be provided as follows:

- (1) Tenant-Paid Utilities. Tenants are responsible for and agree to pay directly to the utility supplier charges for natural gas, electricity, phone and cable/satellite TV.
- (2) Management-Paid Utilities. Management will furnish garbage removal services, and water and sewer utilities through contract with the utility supplier. Management will not be liable for the failure of any utility company to supply utilities if Management was not responsible for

such failure.

- (3) Recycling. Tenants agree to recycle household waste in accordance with the program set up by Management.

9. ELIGIBILITY REDETERMINATIONS (RECERTIFICATIONS)

A. **Tenant's eligibility for occupancy, the number of bedrooms of the apartment and the rent are based on Tenant's family composition, employment and family income. Management will periodically (see para. 9C) ask Tenants to recertify their family composition, employment, income, and other relevant factors. Tenants agree that with reasonable notice, the terms of the Lease can be changed based on such recertification (see para. 9D).**

B. TENANT'S RESPONSIBILITIES.

- (1) **Tenants agree to notify Management in writing of any changes in family composition, income or employment, immediately following the change.**
- (2) Tenants agree to promptly give to Management all information, which is available as to family composition, employment, income, and any other information relevant to eligibility for occupancy, apartment size and rent.
- (3). Tenants agree to the release of information by third parties to verify information relevant to eligibility. Tenant further understands that all information is subject to verification by the Agent and USDA Rural Housing in accordance with program requirements.
- (4) Failure to cooperate with recertification in a timely manner may result in Lease termination.
- (5) Tenant understands that the household's tenancy is subject to compliance with the terms of all applicable assistance programs covering the unit and/or project.

C. SCHEDULE FOR RECERTIFICATION. Management will recertify Tenant's eligibility for occupancy of Tenant's unit according to the following schedule:

- (1) At least yearly not later than one year from the effective date of the last re-exam Tenant will be given notice of such recertification 75-90 days prior to the expiration date of the current certification); or
- (2) when Tenants have a change which results in either (a) an increase in income of \$100 or more per month or \$1,200 or more per year tenant must be re-certified, or (b) when tenant reports a decrease in income, and requests to be re-certified, of \$50 or more per month or \$600 or more per year borrower must re-certify;
- (3) when Tenants otherwise request a recertification; or has a change in Assets or
- (4) when Management reasonably believes information submitted by Tenants is incorrect or has changed; or
- (5) if at the time of any recertification there is no income, or if the income is considered unstable, in which case Management shall schedule more frequent recertifications until an accurate income is determined and the recertification procedure is completed.

D. CHANGES RESULTING FROM RECERTIFICATION. Based on any recertification, Management may terminate this Lease if Tenants are ineligible for continued occupancy, or may modify the terms of this Lease with respect to the apartment size, location or rent. Management will notify Tenants in writing of any change. Changes will become effective as follows:

- (1) Apartment Change. If Tenants need a different-sized apartment, they will be so notified. If one is available, and according to Management's "Waiting List Policy" Tenants would be placed in that apartment, tenants will be given 30 days notice to move to the new apartment and pay the new rent. If the appropriate-sized apartment is not available, Tenants will be given notice to vacate their current apartment within 90 days or by the end of the Lease term, whichever is longer. If an appropriate sized apartment becomes available during that time, and according to Management's "Waiting List Policy" Tenants would be placed in that apartment, tenants will be given the opportunity to move into the new apartment. Tenants will pay the rent based on the new apartment size. In any event Tenants are responsible for the cost of moving.

- (2) Tenants Who Are No Longer Eligible. If the Tenants no longer meet the eligibility requirements of The Castle Rock Apartments (for example, family substantial income is no longer derived from farm work as previously defined, or the number of occupants has changed so a different unit size is required but not available or income exceeds maximum amounts as published by USDA), or if tenant does not meet the eligibility requirements of 7 CFR 3560.155(c) and (e), notice will be given to vacate the unit within 30 (thirty) days or at the end of the Lease term, whichever is longer, unless the conditions cited in 7 CFR 3560.158(c) exists. If the Lease is terminated, Tenants agree to remove themselves and surrender possession in accordance with the termination notice.
- (3) Change in Tenant Contribution. If the Tenant contribution is lowered, the change will be effective on the first day of the month following third-party verification of the reported change. If the Tenant contribution is raised, the change will be effective 30 days following notice to the Tenant of the proposed change.

10. UNIT OCCUPIED BY TENANTS NOT ELIGIBLE FOR THE SPECIFIC UNIT.

A. NON-HANDICAPPED TENANTS IN HANDICAPPED UNIT. If tenant occupies a handicapped-accessible unit but is not in need of its special features, the household in the unit with accessibility features will be required to move within thirty days of the landlord's receipt of a tenant application requiring accessibility 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 days, the tenant may remain in the unit with accessibility features until the first available unit in the project becomes available and then must move within thirty days. Tenants will be responsible for all costs associated with the move.

B. TENANTS NOT ELIGIBLE FOR SPECIFIC BEDROOM SIZE.

Tenants who occupy an apartment that is under occupied or over occupied base on the family size must move to another appropriate sized apartment within Castle Rock Apartments Apartments no later than 30 days after Management notifies Tenants that such an appropriate sized unit is or will be available in accordance with USDA/RHS 3560.655 and Apartments Occupancy policies. Tenants will be responsible for all costs associated with the move.

C. TENANTS WHO HOLD A LETTER OF PRIORITY ENTITLEMENT (LOPE)

Tenants who hold a Letter of Priority Entitlement (LOPE) issued in accordance with USDA 3560.655 (d) and are temporarily occupying a unit for which they are not eligible must move to an appropriate unit within Castle Rock Apartments no later than 30 days after Management notifies Tenants that such a unit is or will be available. Tenants will be responsible for all costs associated with the move.

11. TENANT'S USE OF APARTMENT AND OBLIGATIONS

A. OCCUPANCY. Tenants shall not be absent from their apartment for longer than 14 days without giving Management prior written notice. If Tenants do not reside in their unit for a period exceeding 30 days for reasons other than employment, health or emergency, Management may terminate this Lease Agreement.

B. USE OF APARTMENT. Tenants agree to use the apartment solely as a private dwelling for themselves and not to use or permit its use for other purposes. Tenants shall not carry on any business or display any sign advertising a business or commercial product or service if such activity is either inconsistent with the use of the apartment as a residence or is prohibited by law.

C. BUILDING AND HOUSING CODES. Tenants agree to comply with all obligations imposed upon Tenants by applicable building and housing codes.

- D. CONDUCT. Tenants agree that they, their family and guests will not disturb their neighbor's peaceful enjoyment of their apartments, will not engage in any illegal activity or other activity which impairs the physical or social environment of Castle Rock Apartments. Tenants agree that they will not create or permit any unreasonably loud noises that can be heard outside their apartment before 7:00 a.m. and after 10:00 p.m.

The Tenant further agrees to the following: (1) The Tenant, members of the Tenant's household, guests, or any other person under the Tenant's control shall not engage in criminal activity, including illegal drug activity, on or off the premises and shall not engage in any activity that constitutes a threat to people or property on or off the premises. It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance, hereafter called a "drug violation" (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 and may be evidenced upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance in any local, state or Federal Court. It is further understood that domestic violence will not be tolerated on Rural Housing properties, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements in accordance with Agents Domestic Violence Policies.

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 a timeframe set by the landlord, and not thereafter enter upon the landlord's premises or the lessee unit without the landlord's prior consent as a condition for continued occupancy by the remaining members of the tenant's household. The landlord may deny consent for re-entry of violating party unless party agrees not to commit a drug violation or domestic violence in the future, show evidence that the violator is either actively seeking or receiving assistance through an approved counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has successfully completed an approved counseling or recovery program within timeframes 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 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 by non-adult member of tenant household 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 related to a drug violation or domestic violence, or completed a counseling or recovery program within time frames specified by the landlord as a condition for continued occupancy in non-adult person occupying 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 law".

Notwithstanding any of the above, no conviction for a drug violation or domestic violence is required for these provisions to be operative.

The following actions are violations of the lease: (a) The Tenant or someone in the Tenant's control intentionally inflicts any substantial damage to the premises; (b) The Tenant or someone in the Tenant's control commits any act, which is outrageous in the extreme. An "act outrageous in the extreme" includes, but is not limited to, the following acts which the Tenant or person in the Tenant's control has in fact committed on the premises or in the immediate vicinity of the premises: (i) Prostitution or promotion of prostitution, as described in ORS 167.007 and ORS 167.012; (ii) Manufacture or delivery of a controlled substance, as described in ORS 475.005, but not including delivery as described in ORS 475.992(2)(b); (iii) Intimidation, as described in ORS 166.155 and ORS 166.165, including the act of seriously threatening, or physically harming, people or property out of a perception regarding a person's race, color, religion, national origin, familial status, handicap, age or sexual orientation; or (iv) Burglary as described in ORS 164.215 and 164.225. (c) With regard to "acts outrageous in the extreme" as described in this section, an act can be proven to be outrageous in the extreme even if it is one that does not violate a criminal statute. (d) With regard to prohibited acts which are defined by existing criminal statutes, Management's standard of proof for termination of the rental agreement shall remain the civil standard, proof by a preponderance of the evidence. (2) Management retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5). Common areas are locations shared by Tenants, such as laundry rooms, courtyards, hallways between dwellings, building entryways, and parking lots. This clause does not apply to property where there are no areas commonly shared by multiple Tenants (e.g., most single family detached dwellings).

- E. **FIRE PREVENTION AND SMOKE DETECTOR.** Tenants agree not to keep combustible material on the premises and to take every precaution to prevent fire. Combustible material includes paints, oils, gasoline, or any other flammable materials. Tenants agree: 1) not to use the cooking stove for heating, 2) to dry clothes only in the laundry room, and 3) not to use portable heaters without Management's written consent.

Management shall provide Tenant with a working smoke detector, including working batteries, at the time tenancy commences. Tenant shall test any detector so provided at least once every six months, replace batteries as needed, notify Management in writing of any operating deficiencies, and shall not remove or tamper with any properly functioning detector or remove working batteries from the same. If the smoke detector ceases operating, Tenant will immediately notify Management. Tenant will keep the smoke detector's case clean and free from dirt, debris, and infestation. Tenants agree the Manager has instructed them in the operation of the smoke detector and the Manager has provided instructions for testing.

- F. **PETS. NO PETS ARE ALLOWED.** This section does not apply to assistance care animals.

- G. **NON-SMOKING Policy.** Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). The following additional terms, conditions and rules are hereby incorporated into the lease. A breach of this policy shall give each party all the rights contained herein, as well as the rights in the Property Ground Rules

- (1) Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- (2) Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- (3) Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's

dwelling is located or in or within 25 feet of any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office, and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

- (4) Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- (5) Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, playgrounds, and in conspicuous places adjoining common areas of the apartment complex.
- (6) Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking. But in no event may Tenant, or any person, bring a suit or action against Landlord for any failure of Landlord to enforce the terms of this Policy, whether the claim arises from exposure to smoke, a smoker-caused fire, or otherwise. Landlord's failure for any reason to prevent smoking shall not give rise to any cause of action in tort, nor shall it constitute a breach of the Lease by Landlord.
- (7) Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenant's as well as to Landlord.) A tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
- (8) Effect of Breach and Right to Terminate Lease. A breach of this Lease policy shall give each party all the rights contained herein, as well as the rights in the Ground Rules and the Lease. A material breach of this Policy shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, if Tenant should breach this Policy, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke free condition.
- (9) Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not

assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease and Ground Rules.

- G. VEHICLES. Tenants agree to park their vehicle only in the area or space designated by Management. Tenants agree not to allow any inoperable vehicle in the complex. Management will tow any inoperable vehicle left longer than 3 days and charge the owner the towing expense. The vehicle may be sold to pay for towing and storage charges. Tenant will provide copies of vehicle registration, proof of insurance and drivers licenses to manager in order to park vehicle on owner's property.

12. **GUESTS, BOARDERS AND LODGERS.**

- A. Occupancy is restricted to Tenants and the family members listed on page 1 of this Lease. Upon written consent of Management, Tenants may care for foster children and provide live-in care for family members.
- B. GUESTS. Tenants must notify management office of guests staying one week or longer. Tenants may have guests, but **no guests may occupy the apartment more than 14 days in any month without the written approval of Management**, which shall not be unreasonably withheld. An adult person making reoccurring visits or one continuous visit of 14 days or longer in 45 days without the prior consent of Management will be counted as a family member with all the obligations therein, including meeting the same eligibility requirements which apply to all families who seek admission. If the person is not eligible, or if adding the person would make the family ineligible for the unit being occupied, the person will not be added to the Lease and will not be allowed to move into the unit. Continued occupancy may result in eviction of the family. If the person is acceptable, then he/she will sign this Lease and be allowed to move into the unit. Marriage to a family member does not guarantee residency.
- C. BOARDERS AND LODGERS. Tenants agree not to provide accommodations for boarders or lodgers.
- D. ASSIGNMENT AND SUBLEASE PROHIBITED. Tenants agree not to assign or transfer this Lease or to sublet the apartment.

13. **INSPECTIONS**

- A. BEFORE LEASE. Management and Tenants will jointly inspect the apartment before Tenants move in, and will sign a written statement of the condition of the apartment and its facilities and appliances.
- B. ANNUAL INSPECTION. Management will annually inspect the apartment in the manner described in Section 14 of this Lease.
- C. INSPECTION AT MOVE-OUT. At the time of move-out, Management and Tenants will jointly inspect the apartment, provided Tenants are available for such inspection. Tenant understands that rent will not stop and tenancy will continue until the tenant's possessions are removed from the housing unit either voluntarily or by legal means in accordance with Oregon State Law.

14. **MANAGEMENT'S ENTRY OF APARTMENT**

- A. Management may enter Tenant's apartment to examine its condition, or to make improvements or repairs, or to show the premises for releasing. Such entry may be made only during reasonable hours and after a 24-hour (48-hours in the case of a HOME unit) advance notice in writing to Tenants of the date, time and purpose.
- B. Management shall have the right to enter Tenant's apartment without prior notice if Management reasonably believes that an emergency exists, which requires such entrance.

C. In the event that Tenants are absent during Management's entry, before leaving the premises Management must leave a notice of the date, time, and purpose of such entry.

15. NOTICE PROCEDURES. Except as otherwise provided, any notice required by this Lease, the law, or the grievance procedure shall be in writing and delivered as follows:

A. NOTICES TO TENANTS:

1. Notices to Tenants may be personally delivered to an adult member of the family residing in the apartment or sent by first-class mail addressed to the Tenant.
2. If the Notice is served only by mail, then the time for Tenant compliance or for termination of the tenancy, as appropriate, shall be extended by 3 days, and the notice shall so state; EXCEPT THAT 72 hour notices for nonpayment of rent, 24 hour notices for termination because of threatened or actual injury to property or persons or outrageous conduct, and 24 hour notices (48 hour notice for Home Units) for entry to the premises may be mailed to the Tenant and will be considered served on the day of mailing if on that same day the Notice is also attached in a secure manner to the Tenant's front door.

B. NOTICE TO MANAGEMENT shall be delivered to the Management Office or sent by prepaid first-class mail properly addressed to: The Housing Authority of the County of Umatilla
PO Box 107
155 SW 10th Street
Hermiston, Oregon 97838

16. TERMINATION

A. TERMINATION BY MANAGEMENT. Management may terminate this Lease and evict Tenants for one of the following reasons:

- (1) Material noncompliance with the Lease;
- (2) Tenants become ineligible because of changes in income, employment or family size; or
- (3) All or a substantial part of the apartment or premises is condemned under the laws of eminent domain or is destroyed by fire or other casualty.
- (4) Other good cause if Tenant has received prior notice specifying that the conduct will constitute a basis for termination.

B. NOTICE TO TENANTS. Eviction notices shall comply with Oregon law, and be served in accordance with Oregon law. See also para. 15A. If Tenant fails to pay rent within 4 days, including the first day, then on or after the 5th day, Tenant will receive a notice to pay rent within 72 hours or face Lease termination. If line 11 on page 1 says you are in a HOME unit, then any eviction notice will provide that you may only be evicted after 30 days notice in writing. You will be provided the same opportunity to cure an alleged lease violation as state or federal law otherwise provides; if you do not cure within the allowed time period, or if the law does not provide for an opportunity to cure, then your lease will terminate 30 days after the date of the notice.

C. TERMINATION BY TENANTS. Tenants may terminate this Lease by giving 30 days written notice to Management after the initial one-year term has been completed. Tenants may terminate this lease within the initial one-year term for good cause. Some "good cause" would be a transfer in job locations out of the area, no longer are receiving a substantial portion of family income from farm labor or to move closer to medical doctor for treatment located out of the area. Tenants who wish to terminate within the term of their first years lease must provide in writing documentation to Management for approval of "good cause" prior to approval of their 30-day notice to vacate. Tenants shall be responsible for the rent during the 30-day notice period or until the apartment is re-rented, whichever comes first. Personal possessions left by Tenants in the apartment will be dealt with in accordance with state law.

D. ABANDONMENT. This Lease shall be deemed terminated as of the date Management knows or

should know of Tenant's abandonment of the apartment. Personal possessions left by Tenants in the apartment will be dealt with in accordance with state law.

- E. POSSESSION OF APARTMENT UPON TERMINATION. Upon termination, Tenants shall peaceably remove themselves and their possessions from the premises and surrender possession thereof and the equipment and furnishings therein in the condition as leased, reasonable wear and tear excepted. All amounts owed by Tenants shall immediately become due and payable.

17. GRIEVANCE PROCEDURE

- A. The current Grievance Procedure applicable to this tenancy is attached hereto and made a part of this contract. Landlord reserves and is granted the right to amend these Grievance Procedures from time to time, and such amendments shall become a part of this contract. Tenants are encouraged to use it. It applies to:

- (1) Applicant complaints regarding rejection or denial of an application;
- (2) Tenant complaints regarding failure to properly maintain the project;
- (3) Rule changes;
- (4) Tenant complaints regarding the Management Agent's contention that there has been a violation of the lease or rules provided that no eviction notice has been given;
- (5) Subject to Sec. 17(b), any other action or failure to act by Castle Rock Apartments Limited Partnership or the Housing Authority of the County of Umatilla, the Management Agent which results in a significant denial, reduction, or termination of benefits.

- B. The Grievance Procedure does not apply to:

- (i) Rent increases;
- (ii) Evictions and notices of eviction. All eviction proceedings will be handled in accordance with state law. Tenants have an opportunity to contest the eviction in court; or
- (iii) Complaints between Tenants that do not involve Castle Rock Apartments Limited Partnership or the Management Agent in any way. C. The current Ground Rules applicable to this tenancy are attached hereto and made a part of the contract. The landlord reserves and is granted the right to amend from time to time the Ground Rules, and such amendments shall become a part of this contract.

18. **AMENDMENT.** The provisions of this Lease regarding rent or apartment size may be amended as provided in Paragraphs 9 and 10 with USDA/RD's prior consent. Management may amend its schedules for special charges for services or repairs, or its grievance procedure by giving Tenants not less than 30-days written notice. The parties may otherwise amend this Lease by a written amendment signed by all parties.

19. MISCELLANEOUS.

- A. Neither Owner, Management Agent nor any of their agents or employees have made any representations or promises with respect to any parts of the premises or apartments other than set forth in this Lease Agreement.
- B. The failure of either party to insist in any one or more instances upon the strict observance of any of the terms shall not be considered as a waiver or relinquishment of such terms in any other instance, but the same shall continue in full force and effect.
- C. The rights and remedies given to both parties under these terms are distinct, separate, and cumulative remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any of

the others. This Lease, together with all policies and schedules incorporated by reference, is the entire agreement between Management and Tenants.

- D. Should owner/borrower sell the project during the term of this lease to a qualified buyer approved by USDA/RD this lease and its provision will be transferred to the new owner and considered in full force.
- E. Except as otherwise expressly provided for above, this lease may be amended only by written agreement signed by the parties.
- F. If loan prepayment occurs and the housing project is subject to restrictive use provisions, this lease must be amended to include a clause specifying tenant protections required under Subpart N of 7 CFR Part 3560.
- G. In areas where there are a concentration of non-English speaking populations, leases and all attachments will be made available available in both English and non-English language.

20. COURT COSTS AND ATTORNEY FEES. If any action is brought in connection with this Lease all parties will be responsible for their own attorney’s fees and costs. The prevailing party in such action including any appeal, shall NOT be entitled to recover from the other party attorney’s fees, costs and disbursements.

WE HAVE READ THIS LEASE, AND WE UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.

DATED:

The Housing Authority of the County of Umatilla, Managing Agent for Castle Rock Apartments Limited Partnership.

TENANT(S)

By: _____

By: _____

Co-Tenant

ATTACHMENTS:

- A. Tenant Certifications
- B. Move-in Inspection Report
- C. Grievance Procedure
- D. Ground Rules



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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call 202-720-5964 (Voice and TDD). USDA is an equal opportunity employer.

**CASTLE ROCK APARTMENTS
LEASE ATTACHMENT A
TENANT CERTIFICATIONS**

1. FARM LABOR CERTIFICATION

I, _____, "Farm Worker" Tenant of the Residence located at _____, Apartment _____, and am a person who, for an agreed remuneration or rate of pay, performs labor for another in the production or processing of farm products or in the planting, cultivating, or harvesting of agricultural crops or reforestation of lands, including but not limited to the planting, transplanting, tubing, pre-commercial thinning and thinning of trees and seedlings, the clearing, piling, and disposal of brush and slash, and other related activities, and that all occupants of the apartment are members of my immediate family.

DATED: _____, 200_____

(THE FARM WORKER TENANT MUST SIGN HERE)

2. ELIGIBILITY CERTIFICATION

Tenant certifies that Tenant and Tenant's family meet all the following eligibility criteria:

- (1) at least one adult Tenant is a "farm worker"; and
- (2) Tenant's family earns a substantial portion of its income from "farm labor" each year; and
- (3) all members of the Tenant's household are members of the farm laborer's "immediate family"; and
- (4) there will be not fewer than _____ occupants nor more than _____ occupants of the apartment (see Occupancy Standards, para. 3B of the Lease; and
- (5) the family's **adjusted income** does not exceed \$_____ per year (HUD's 50% of median income limit as applicable); and
- (6) the Tenant has truthfully completed and signed the Tenant Certification Form prior to initial occupancy; and
- (7) the Tenant's family has the ability to pay the rent to be charged; and
- (8) neither the Tenant nor any member of the Tenant's household has a documented history of violence and harassment of neighbors, or of disturbing the quiet enjoyment of neighbors, or of violating the terms of previous Lease Agreement(s), such as failure to maintain the units in a good and sanitary condition.

DATED: _____, 200_____

_____ Tenant

_____ Co-Tenant

HANDICAPPED ACCESSIBLE UNITS

SPECIAL LEASE CLAUSE TO BE INCLUDED IN LEASE FOR TENANTS WHO OCCUPY HANDICAP ACCESSIBLE UNITS NOT NEEDING THE SPECIALLY DESIGNED FEATURES:

I/we acknowledge that I/we am/are occupying a designated handicapped accessible unit. I/we acknowledge that priority for such units is given to those needing special physical design features. I/we acknowledge that I/we am/are permitted to occupy the unit until management issues a notice that a priority applicant is on the waiting list and that I/we must move to another suitable sized vacant unit in the project. Upon receiving this notice, I/we agree to move at (my/our own) (shared (as agreed) (project) expense within 30 calendar days to the suitably sized vacant unit within the project, if one is available. I/we further understand my/our rental rate will change, when appropriate, to the rental rate for the unit I/we move to and this lease will be modified accordingly.

DATED: _____, 200____

_____ Tenant

_____ Co-Tenant

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