

RENTAL AGREEMENT / Table of contents

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RENTAL AGREEMENT

1. **Parties and Dwelling Unit:** The parties to this Agreement are _____, referred to as the Landlord, and _____ and _____, hereinafter collectively referred to as the Tenant. The Landlord leases to the Tenant dwelling unit number _____, located at _____, in the project known as _____. If the dwelling is leased to more than one Tenant, all obligations hereunder are the joint and several responsibility of each Tenant who signs this Rental Agreement. The Management Agent for the Landlord is Franklin Asset Management Company, 2509 Plantside Drive, P.O. Box 99564, Louisville, Kentucky 40299.

2. **Length of Time (Term):** The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one year each unless terminated as permitted by paragraphs 23 and 35 of this Agreement. Upon termination, the right to possession of the dwelling unit shall return to the Landlord.

3. **Rent:** The Tenant agrees to pay \$_____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$_____ per month. This amount is due on the 1st day of the month at _____. The Tenant shall pay the rent herein stated when due and without any deductions whatever, and without any obligation on the part of the Landlord to make any demand for same. The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures Form which is Attachment No. 1 to this Agreement.

a. Rent may only be paid by check or money order made payable to:

Landlord shall have the right, at its sole option, to decline third-party checks. Rent paid by check or money order shall not be deemed to have been received nor accepted by Landlord until honored by the institution upon which the instrument is drawn. In the event any check or money order tendered by Tenant in payment of rent is not honored, Landlord shall retain and be entitled to enforce all of its rights under this Rental Agreement, including, but not limited to, termination of tenancy for non-payment of rent, and Landlord's prior actions of receiving said instrument and attempting to negotiate same shall not be deemed to waive any of Landlord's rights. Tenant will not be credited as having paid, nor will the Landlord be deemed to have received, any Tenant rents alleged to have been tendered in cash to any Landlord employee or agent, which payment paid cannot be independently verified.

b. Rent shall be accepted by the Landlord without regard to other charges owed by Tenant. Landlord reserves the right to hold Tenant separately accountable for payment of other charges, for which the Landlord may seek payment by separate legal remedy. Should it become necessary for the Landlord to file a civil action for collection of rent and/or other charges, and should the Court find in favor of the Landlord, then, where and to the extent permitted by law, Tenant agrees to pay the Landlord's reasonable attorney's fees and costs associated with said civil action.

4. **Changes in the Tenant's Share of the Rent:** The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
- c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. **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 may collect a fee of \$5.00 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may also collect a fee of \$10.00 on the second or any additional 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.

6. **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.

7. **Charges for Utilities and Services:** The following charts describe 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) below. Payments should be made directly to the appropriate utility company. The items in column (2) below are included in the Tenant's rent.
- b. The Tenant shall place all utility services set forth in column (1) below in Tenant's name at the Lease inception, shall furnish Landlord with proof of same and shall keep current in his/her payment of same. Tenant shall not cause or permit any interruption in his/her utility services to occur or to cause his/her utility services to become disconnected as a result of nonpayment or any other actions or failures on the part of Tenant.

(1)		(2)
<u>Put "x" by any Utility Tenant Pays Directly</u>	<u>Type of Utility</u>	<u>Put "x" by any Utility Included in Tenant Rent</u>
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Trash Removal	_____
_____	Other (Specify)	_____
_____	_____	_____
_____	_____	_____

8. **Security Deposits:** The Tenant has deposited \$_____ with the Landlord as a security deposit. This security deposit shall be held by the Landlord as security for the Landlord against any loss or damage caused or allowed by the Tenant, the Tenant's household members, and/or the Tenant's guests. The Tenant understands that the Tenant's liability for loss and/or damage is not limited to the amount of the security deposit, and that any amount of loss and/or damage in excess of the security deposit is an obligation of the Tenant. Except as limited by applicable statute or regulation, "loss" as used herein, includes, but is not limited to, all rent delinquency, late charges, rekeying expenses, loss of use, reasonable attorney fees and court costs incurred in any successful legal proceeding brought by Landlord to recover possession of the dwelling unit, waste or misuse of utilities and/or services, hauling and storage expenses for Tenant's personal property, including automobiles, the improper impairment of Landlord's business operations, expenses involved in hauling and storing the next occupant's furnishings and providing substitute living quarters for same in the event of Tenant holdover, and any other expense, charge or government fine incurred by Landlord as a result of any violation of this Lease, improper use of the dwelling unit or its appurtenances, or negligence on the part of Tenant, Tenant's household members, Tenant's guests and/or any other person under Tenant's control. "Damages," as used herein, includes, but is not limited to, the destruction, damaging, removal, impairment and devaluation of property, reasonable wear and tear excepted, and also includes any remodeling, alterations or modifications made by Tenant without the prior written consent of 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 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- 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 deposit plus interest computed at _____%, beginning _____, less any amount needed to pay the cost of:
 - (1) unpaid rent and any other "loss" suffered by the Landlord to the extent permitted by applicable law;
 - (2) damages that are not due to normal wear and tear and not listed on the initial Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and

- (4) charges for unreturned keys, replacement keys, replacement of locks, assisting with entry in the event of Tenant lockout, and unreturned spare keys, all as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within thirty (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. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- 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 11.

9. **Keys and Locks:** The Tenant agrees to not 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 the 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 \$5.00 for each key not returned at time of move-out plus the full replacement cost of the unit's locks. The replacement of lost keys during the term of Tenant's tenancy will subject Tenant to an administrative charge of \$5.00. Should replacement of Tenant's locks become necessary during the Tenant's tenancy due to negligence or intentional acts on the part of the Tenant, the Tenant's family and/or the Tenant's guests. Tenant will be obligated to pay the full replacement cost of the locks as an administrative charge. Should Tenant require Landlord's assistance in making entry in the event of Tenant lockout, Tenant will incur an administrative charge of \$5.00 during Landlord's posted office hours, or \$25.00 after Landlord's posted office hours. Should the site manager lend a spare key to the Tenant, but the spare key not be promptly returned, Tenant shall reimburse Landlord the full replacement cost of said key as an administrative charge. All administrative charges shall be paid within 30 days after Landlord provides written notice of same.

10. **Maintenance:**

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.
- b. The Tenant agrees to:
 - (1) keep the unit in a clean, dry and sanitary condition and comply with all health and safety laws, regulations and guidelines;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;

- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects, malfunctions and/or unsafe conditions in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
- (6) remove garbage and other waste from the unit in a prompt clean and safe manner;
- (7) give the Landlord prompt notice of any conditions, circumstances and/or situations in or about the apartment community which the Tenant considers to be unsafe and/or dangerous for any reason and/or which the Tenant believes constitute a hazard for any reason to the health and/or safety of any tenant, resident, guest, licensee, invitee, or any other person in or about the apartment community.
- (8) not change or remove any part of any appliance, fixture or equipment in the unit and not waste utilities furnished by the Landlord;
- (9) not use any method of heating or air conditioning other than that supplied by the Landlord, and not install any washing machines, dryers, dishwashers, fans, heaters, air conditioners, or any other equipment in the unit without the prior written permission of the Landlord;
- (10) give the Landlord prompt notice of any wet or damp conditions and/or materials that persist in and about the unit, including any undue condensation or moisture collecting on it's ceilings, floors, windows, walls, fixtures, appliances or equipment;
- (11) give Landlord prompt notice of any visible accumulation of mildews, molds or other fungi on any surface within the unit;
- (12) inspect and test the unit's electrical smoke detectors monthly and battery operated smoke detectors weekly. The Tenant shall notify the Landlord immediately if any smoke detector is not fully operational. It shall be a material lease violation for the Tenant, the Tenant's household members, the Tenant's guests or any other person under Tenant's control to cause or permit the unit's smoke detectors to become wholly or partially disabled or disconnected through the removal of batteries, disconnection from electrical service, or otherwise.

11. **Damages:** Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and must do so within 30 days after 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. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. **Restrictions on Alterations:** No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. Upon receipt of reasonable notice from the Tenant, 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.

13. **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 Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant is permitted to have guest(s) visit their household. However, Landlord reserves the right to require a written declaration of domicile or a proof of domicile from the Tenant's guest, if the Landlord has reasonable cause to believe that the guest is in fact an unauthorized household occupant. Such reasonable cause may arise whenever an adult person is making recurring visits, or one continuous visit, of 14 days and/or nights within a 45-day period without prior notice to the Landlord. Should the Tenant or the person(s) in question not provide the requested information needed to confirm other domicile, or should the facts be otherwise sufficient to evidence domicile in the unit, then such person(s) shall be deemed unauthorized household occupant(s) and the Tenant shall be in material violation of the terms of this Rental Agreement. The Tenant agrees that a "Live-in Aide" may reside in the unit only after; (1) the Tenant has made a prior written request for same, (2) The Tenant has obtained the prior written approval of the Landlord, and (3) a "Live-in Aide Lease Addendum" has been fully executed by the Tenant, by the approved "Live-in Aide," and by an authorized representative 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 upon the Tenant giving reasonable prior notice, 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 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.

14. **Rules and Regulations:** The following rules and regulations are reasonably related to the safety, care and cleanliness of the apartment community and the safety, comfort, and convenience of the residents. Tenant agrees, on behalf of Tenant, Tenant's household members, Tenant's guests and all other persons under the Tenant's control, to comply with the following rules and regulations, and further agrees to comply with such other reasonable rules and regulations which Landlord may from time to time adopt, provided the Landlord has given 30 days written notice to the Tenant in advance of implementation. Tenant accepts full responsibility for any violation(s) of these rules and regulations on the part of any of the above-described persons. These rules and regulations are an integral part of this Lease and any violation hereof on the part of any of the above-described persons shall constitute a violation of this Lease by Tenant and confer upon Landlord the options and remedies set forth in paragraph 23 of this Rental Agreement. The Landlord cannot and does not warrant to the Tenant that any other tenant or their household members or guests shall comply with these rules and regulations.

- a. No personal belongings of any type are to be left on lawns, walks, parking areas, stairs, landings, patios, balconies, public halls, or in any common areas.
- b. No trucks, trailers, campers, boats, recreational vehicles, or similar vehicles are to be stored in the parking areas or on complex grounds. Landlord may regulate the time, manner and place of parking private passenger cars, trucks and motorcycles.

Landlord may have any illegally parked vehicle towed at its owner's expense without notice. A vehicle is illegally-parked in the apartment complex when it takes up more than one parking space, belongs to a Tenant who has surrendered or abandoned the dwelling unit, is parked in a marked handicap space without the legally-required handicap insignia, is parked in a driving lane, a fire lane or in a designated "no parking" area, is parked on the grass, a sidewalk or a patio, or it blocks garbage trucks from access to the dumpster.

- c. No vehicle, machinery or equipment repair or maintenance of any kind is permitted within the apartment community. No parking or storage is permitted within the apartment community of unregistered or inoperable vehicles. Any inoperable or unregistered vehicles may be removed by the Landlord at the expense of its registered owner if said has not been removed vehicle within forty-eight (48) hours of the Landlord attaching a written notice to said vehicle or by the giving of notice as otherwise provided in this Lease.
- d. Causing or permitting loud or boisterous noises and/or engaging in any other objectionable, disturbing, threatening or offensive activity within the apartment community by any Tenant, Tenant household member, Tenant guest or any other person under the Tenants control, is not permitted. In consideration of your neighbors, no Tenant, Tenant household member, Tenant guest or other person under Tenant's control may loiter or congregate outside of a dwelling unit or anywhere else on apartment community grounds after 10:30 p.m. In addition, all televisions, stereos, radios, musical instruments and other audio or noise-generating equipment or appliances must be particularly reduced in volume after 10:30 p.m., and all other noise kept to a minimum so as to not disturb your neighbors.
- e. The Tenant, the Tenant's household members, the Tenant's guests and any other person under the Tenant's control, shall not litter the grounds or common areas of the apartment community. Garbage containers are provided by the Landlord. All trash, garbage, and waste of any kind must be sealed in plastic trash bags with ties, placed in the container provided, and the lid reclosed.
- f. Soliciting of any type is prohibited within the apartment community. Please notify the manager if it occurs. Yard or auction sales are prohibited within the apartment community without the written permission of Landlord. Neither the dwelling unit, nor the apartment community grounds may be used by the Tenant, Tenant's household members, Tenant's guests, or any other person under Tenant's control, to conduct any commercial business.
- g. No objects or materials not specifically designed for sanitary sewer disposal, including, but not limited to, sanitary napkins, tampon applicators, disposable diapers or leftover foods, shall be placed in toilets or drains. Tenant shall be charged for the time and materials for their removal if they cause plumbing back-ups or other plumbing problems. Tenant shall be held chargeable for all resultant damages.
- h. No signs, banners, advertising or any other materials or objects shall be placed in windows or on walls (both exterior and interior), so as to be seen from the outside, except with the prior written permission of the Landlord.
- i. Nothing shall be placed upon any windowsill or on any landing or stair. Dust mops, clothing, rugs, etc., shall not be shaken, cleaned or hung to dry in any common hall or from any wall, landing, balcony, window, door, stair or fence within the apartment community.

- j. The Tenant, the Tenant's household members, the Tenant guests and all other persons under Tenant's control shall not engage in or permit any illegal and/or criminal activities within the dwelling unit or on any part of the apartment community premises. The brandishing or use, or allowing any Tenant household member, Tenant guest or any other person under Tenant's control to brandish or use, any firearm, BB gun, or any other deadly weapon as defined by applicable state laws is not permitted.
- k. Neither loitering nor raucous nor rowdy behaviors are permitted in or about the halls, stairways, landings, laundry room, community room, grounds, parking lot or any other common areas of the apartment community. There shall be no smoking in any common area designated as "non-smoking" by Landlord. There shall be no climbing upon, nor gymnastic, nor acrobatic-type activities permitted on the stairways, landings, dumpsters, buildings, improvements, fixtures, fences and/or trees of the apartment community. No person is permitted on the roof of any structure within the apartment community.
- l. No paint, wallpaper, contact paper, adhesive fasteners, shelves, screen doors, nor any other object or material utilizing adhesives shall be applied, installed or attached to any surface within the dwelling unit without first obtaining written permission from the Landlord. The Landlord wants you to be able to decorate your apartment as you wish, but please contact the site manager as to the type of fasteners recommended.
- m. No antennas, aerials, window guards, awnings, electrical connections, signs, fences, decorations, displays, equipment or fixtures may be installed, attached or placed on any part of the unit, or on any building, common area or grounds within the apartment community without first obtaining the written permission of the Landlord.
- n. Neither the Tenant, the Tenant's household members, the Tenant's guests nor any other person under Tenant's control may engage in activities which constitute a nuisance or an annoyance to the other residents, nor create, cause or permit any offensive, annoying or unsafe sounds, odors, lights or conditions which constitute a nuisance or an annoyance to the other residents.
- o. No bicycles, motorcycles, motorbikes, mini-bikes or similar vehicles or equipment may be parked in breezeways, hallways, patios, sidewalks, or on the grass. No motorcycles, motorbikes, mini-bikes or similar vehicles or equipment may be brought into the dwelling unit at any time. All such vehicles and equipment will be parked in the parking lot or other areas as designated by the site manager.
- p. No waterbeds are to be placed in or utilized within the dwelling unit without the Landlord's prior written permission.
- q. The apartment community speed limit is 10 M.P.H. No Tenant, Tenant household member, Tenant guest or other person under Tenant's control may operate a motor vehicle within the apartment complex in a reckless or unsafe manner.
- r. No alcoholic beverages are to be consumed in any common area of the apartment community.
- s. The Tenant, the Tenant's household members, the Tenant's guests and any other person under Tenant's control shall not engage in or permit any unsafe, dangerous or hazardous activities in the dwelling unit or in any other part of the apartment community, including its grounds and common areas. No dangerous, hazardous, flammable or toxic materials or substances may be stored in the dwelling unit. Tenant shall strictly control all products, items and substances brought into the dwelling unit which might present as a source of indoor air pollution so as is to avoid creating any unsafe or unhealthful conditions. No equipment or devices, which generate fire or arc electricity (e.g., torches for glass blowing, welding equipment, etc.) are allowed in the apartment community.

- t. The Tenant shall only utilize white-backed drapes or shears visible from the street if personal drapes are installed in the unit.
- u. The Tenant, the Tenant's household members, the Tenant's guests and every other person under Tenant's control shall use all appliances, fixtures and equipment provided by Landlord in a safe manner and only for the purposes for which they were intended. Kitchen appliances must be cleaned periodically. The Tenant should contact the site manager if the Tenant is unsure as to proper cleaning methods.
- v. Tenant shall limit the build-up of moisture within the unit by keeping the unit's indoor humidity sufficiently low to avoid undue condensation, through Tenant's use of the unit's air conditioner when needed, by running the bathroom vent fan when showering, by using the kitchen exhaust fan when cooking, etc.
- w. Neither the Tenant, the Tenant's household members, the Tenant's guests nor any other person under Tenant's control shall destroy, deface, damage, vandalize or remove any part of the dwelling unit, the common areas, the complex grounds, or any building, fixture, equipment, landscaping, vehicle or other personal property thereon.
- x. When cooking french fries, onion rings or any other foods within the unit for which deep-fryers are the recommended appliance, the Tenant, Tenant's household members, the Tenant's guests and every other person under the Tenant's control shall only use a government-approved, thermostatically-controlled appliance specifically designed for deep frying which has a properly-functioning safety lid.
- y. Neither the Tenant, the Tenant's household members, nor any of the Tenant's guests or other persons under Tenant's control may engage in activities that interfere with the management of the apartment community or adversely affect the ability of its managers, contractors, agents and employees to perform their assigned duties.

15. **Regularly Scheduled Recertifications:** Every year around the _____ 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 HUD for the purposes of determining the Tenant's rent and assistance payment, if any. 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 and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

- a. if the Tenant does not submit the required recertification information by the date specified in Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
- b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. **Reporting Changes Between Regularly Scheduled Recertifications:**

- a. 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) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$200.00 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above-described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

- a. The Tenant understands that the assistance made available on his/her behalf may be terminated if events in either item 1 or 2 occur. Termination of assistance means that the Landlord may make the assistance available to another tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
- (1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
 - (2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- b. 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 termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or the other data required by the HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. **Tenant Obligation to Repay:** If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. **Size of Dwelling:** The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family member, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

- a. move within 30 days, at Tenant's sole expense, after the Landlord notifies him/her that a unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.

20. **Access by Landlord:**

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The Tenant agrees to permit the Landlord, his/her agent 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.
- c. 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.

21. **Discrimination Prohibited:** The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

22. **Change in Rental Agreement:** The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new 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

23. **Termination of Tenancy:**

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with the HUD regulations, State and local law, and the terms of this Agreement.

- c. The Landlord may terminate this Agreement for the following reasons;
- (1) the Tenant's material noncompliance with the terms of this Agreement; or
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act; or
 - (3) drug-related criminal activity engaged in on or near the project premises by any Tenant, Tenant household member or guest, and any such activity engaged in on the project premises by any other person under the Tenant's control; or
 - (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); or
 - b. 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 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, or that, in the case of the State of New Jersey, is a high misdemeanor, or the Tenant violating a condition of probation or parole imposed under Federal or State law; or
 - (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.
- d. 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 successive term.

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 of 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.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination. If the Landlord is terminating this Agreement for "other good cause," the termination notice must be mailed to the Tenant or hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:
- (1) specify the date this Agreement will be terminated;
 - (2) state the grounds for termination with enough detail for Tenant to prepare a defense;
 - (3) advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - (4) advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (e).

24. **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.

25. **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 \$10,000.00 and imprisonment for up to five years.

26. **Tenant's Absence From the Dwelling Unit:** The Tenant shall notify the Landlord, in writing, prior to the Tenant's first day of absence in situations where the Tenant shall be absent from the dwelling unit for fourteen (14) days or longer. Should the Tenant not provide written notice and the Tenant not reside in the dwelling unit for fourteen (14) days or longer, it is understood that the Tenant will be deemed to have abandoned the dwelling unit.

27. **Abandonment of Personal Property:** The Tenant shall be deemed to have abandoned personal property when the Tenant has surrendered possession of the dwelling unit, either voluntarily or by operation of law, and failed to remove said property from the dwelling unit. In such event, the Landlord has the right to enter and take possession of the dwelling unit, and remove, store or discard any personal property left in the dwelling unit at the Landlord's sole discretion. This section in no way operates to waive the Landlord's right to receive rent for any period when the Tenant's property remains in the dwelling unit.

28. **Notices and Requests for Maintenance:** All notices and requests hereunder must be in writing to be effective. This specifically includes, but is not limited to, all notices of unsafe, dangerous and/or hazardous conditions, circumstances and/or situations in or about the apartment community and all requests for reasonable accommodation. The Landlord has forms in the rental office for these purposes. The Landlord also agrees to provide any assistance the Tenant may need to meet this requirement. The Landlord shall be deemed to have notice, as that term is used herein, when it is reduced to writing and received in person by the Landlord's site manager during normal business hours. The addresses to be used by the parties to provide notice to one another are:

Landlord: _____

Tenant: _____

- a. All requests for repairs or maintenance and all notices of defective/unsafe conditions or malfunctions should be reduced to writing and directed to the site manager at the above address for the Landlord. The Landlord has a form in the rental office for this purpose. In the event of an emergency making a written notice impracticable, the Tenant shall follow-up the occurrence of the emergency with a written notice describing not only the emergency, but also the initial response made by the Landlord's representatives and any additional remedial measures the Tenant believes need to be undertaken. The Landlord agrees to provide any assistance the Tenant may need in this regard. Any writing that the Landlord or its representatives might prepare relevant to any oral requests and notices received from the Tenant, does not satisfy the obligation of the Tenant to place his/her requests for maintenance and notices of defective/unsafe conditions or malfunctions in writing. Should the Landlord voluntarily comply with, or respond to, an oral request or notice from the Tenant, such voluntary compliance or response does not relieve the Tenant from his/her obligation to place his/her requests and notices in writing.

29. **Personal Security and Property Loss:** It is the sole obligation of the Tenant, Tenant's household members and Tenant's guests to exercise due care for their own safety and security, especially in their use and/or reliance upon any door locks, window latches, smoke detectors and all other security or safety devices in and about the dwelling unit. Tenant understands that any security measures or equipment provided by the Landlord does not constitute an express or implied warranty of personal security or any warranty or guaranty against crime or of a reduced risk of crime. Unless otherwise provided by law, Landlord is not liable to Tenant or Tenant's household members or guests for any injury, damage or loss to any person or property caused by the criminal and/or unlawful conduct of other persons, including theft, burglary, assault, vandalism, and/or any other criminal and/or unlawful activities. Landlord is not obligated to furnish any security personnel, security lighting, security fences and/or gates, or any other form of security, but Landlord will comply with all applicable laws. Landlord assumes no responsibility for packages left at doorways or at any other location in the apartment community.

- a. Landlord shall not be liable to Tenant, Tenant household members or Tenant guests for any personal injury, or for any damage to, or loss of, any personal property, from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, interruption of utilities, mechanical breakdown in any appliance or in the HVAC, electrical, plumbing and/or other equipment and systems, theft or vandalism, unless that injury or damage is caused by Landlord's negligence or a failure to perform a duty imposed upon the Landlord by law. It is the obligation of the Tenant, Tenant's household members and Tenant's guests to exercise due care for their own safety and to secure their own property in the event of any of the above-described events or conditions.

- b. It is recommended that Tenant obtain his/her own insurance coverage to protect his/her own property against fire, theft and other casualties (Renter's Policy). Landlord has insurance coverage only on its buildings, and not on the Tenant's personal property.

30. **Waiver.** Any waiver by Landlord of the breach of any term, condition and/or covenant of the Agreement must be in writing and signed by a regional property manager of Franklin Asset Management Company to be effective, and any such waiver, even when properly granted, shall not be deemed to waive any subsequent breach of the same or any other term, condition or covenant of the Agreement. Any failure on the part of Landlord to insist upon the strict performance of the terms, conditions and covenants contained in this Agreement on the part of the Tenant, shall not constitute, nor be construed as, a waiver or relinquishment of any right of Landlord thereafter to enforce any such term, condition or covenant of this Agreement in the future, which shall continue in full force and effect. No custom or practice which may have grown up between the Landlord and Tenant in the administration of the terms of this Agreement shall be deemed a waiver of, or in any way affect the right of Landlord to insist upon a performance by the Tenant in strict accordance with said terms.

31. **Contents of this Agreement:** This Agreement and its Attachments make up the entire agreement between the Tenant and the Landlord 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.

32. **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 HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 Violence Against Women and Justice Department Reauthorization Act of 2005, form HUD-91067.

33. **Tenant's Rights to Organize:** Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

34. **Tenant Income Verification:** The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

35. **Termination of Section 8 Housing Assistance Contract:** Notwithstanding any other provision herein, this lease agreement will terminate automatically if the Section 8 Housing Assistance Contract terminates for any reason.

36. **Signatures:**

TENANT	/ / DATED SIGNED
TENANT	/ / DATED SIGNED
LANDLORD	
BY: _____ Authorized Representative	/ / DATED SIGNED