

**«community» LEASE AGREEMENT
(USDA, RURAL DEVELOPMENT 515 Sample Lease)**

1. PARTIES AND DWELLING UNIT: The parties to this Agreement are «mgmt_company», for «owner», referred to as Landlord, and «head_name» and «spouse_name» and «cotenant_name_1» and «cotenant_name_2» and «cotenant_name_3» and «other_dependent_over_17_name_1» and «other_dependent_over_17_name_2» and «other_dependent_over_17_name_3» and «other_dependent_over_17_name_4» referred to as the Tenant. The individuals permitted to reside in the unit are:

(Head of Household)	«head_of_household»
(Spouse)	«spouse_name»
(Cotenant)	«cotenant_name_1»
(Cotenant)	«cotenant_name_2»
(Cotenant)	«cotenant_name_3»
(Dependent)	«dependent_name_1»
(Dependent)	«dependent_name_2»
(Dependent)	«dependent_name_3»
(Dependent)	«dependent_name_4»
(Dependent)	«dependent_name_5»

The Landlord leases to the Tenant the premises described as follows:

Property Name:	«community»
Property Address:	«unit_address_line1» «unit_address_line2» «unit_address_line3» «unit_city» «unit_state» «unit_zip»
Apartment #«apt_nbr»	Bedroom Size: «bedrooms»

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2. **LENGTH OF TERM:** The initial term of this Agreement will be for one year:

Beginning:	«lease_start_date»
Ending On:	«lease_end_date»

After the initial term ends, the Agreement will continue for successive terms of one year each unless automatically terminated as permitted by Section 18 of this Agreement.

3. **RENT:** The Tenant agrees to pay «prorate_rent» for the partial month ending on «last_day_of_month». After that, Tenant agrees to pay a rent of «tenant_rent» per month. This amount is due on the first day of the month at:

**«mgmt_company»
«mgmt_company_address1» «mgmt_company_address2»
«mgmt_company_city» «mgmt_company_state» «mgmt_company_zip»**

If a Resident does not pay the full amount of the rent shown in paragraph 3 by the end of the 31st day of the month, the Landlord may collect a fee of \$10.00 or to the extent that State Laws allow. The Landlord shall not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent as explained in Section 21.

The Landlord agrees to accept all contributions to rent and will not apply those contributions to any other charges owed by the tenant. If other charges are owed by the tenant, separate legal action for the collection of those charges may be taken.

4. **RETURNED CHECKS:** The Landlord may collect an amount equal to the penalty charged by the bank plus a \$5.00 administrative handling fee on the first or any additional time a check is not honored for payment. The Landlord may

also refuse to accept personal checks from a Tenant whose checks are returned for insufficient funds more than two (2) times in a calendar year.

5. **SECURITY DEPOSIT:** The Tenant has deposited «**security_deposit**». The Landlord shall 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 Section 21, unless the Tenant was unable to give the notice for reasons beyond his/her control; and
 - b) on or before the Tenant's stated lease termination date (committed to in the 30-day notice), he/she shall arrange with the Landlord to inspect the unit and complete a final Unit Inspection Report. If the Tenant makes no arrangements to meet with the Landlord by the Tenant's stated lease termination date, the Landlord will proceed with completing a final Unit Inspection Report; and
 - c) the Landlord shall refund to the Tenant the amount of the security deposit plus interest, less any amount needed to pay the cost of 1) unpaid rent; 2) damages that are not due to normal wear and tear; 3) charges for late payment of rent and returned checks; and 4) charges for unreturned keys; and
 - d) the Landlord shall refund the amount owed, if any, within 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and has given his/her new address to the Landlord. The Landlord shall 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; and
 - e) the Landlord shall not be responsible for refunding the security deposit unless the Tenant provides the Landlord with a mailing address; and
 - f) 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 shall pay the refund to all persons identified in Section 1 of this Agreement; and
 - g) 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 Section 13.

6. **CHARGES FOR UTILITIES AND SERVICES:** The Landlord shall provide and pay for the maintenance and services which shall include: _____

The Landlord covenants and agrees to furnish any of these utilities and services to the Tenant at reasonable times and in reasonable amounts.

The Tenant is responsible for setting up accounts with those Utility Companies for those utilities that they will be responsible for. The Landlord will forward to the Tenant any bills that it receives covering services for any period of time during which the Tenant was occupying the apartment. The Tenant shall be responsible for reimbursing the Landlord for these charges.

7. **ELIGIBILITY REQUIREMENTS (This section required by Rural Development regulations):** I understand that I will no longer be eligible for occupancy in this project if my income exceeds the maximum allowable adjusted income as defined periodically by the USDA, Rural Development for the State. Should the Tenant no longer meet the USDA, Rural Development eligibility requirements during the term of the lease, the Tenant shall have 30 days or the end of the term of their Lease Agreement, whichever is longer, to vacate the unit, unless an exception is authorized by the State Director.

I agree I must notify the Landlord immediately when there is a change in my gross income or adjustment to income, or when there is a change in the number of persons living in the household. 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 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 «**market rent**» (note rate) per month, 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 notify the Landlord promptly of any extended absences (two weeks or more), and that if I do not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, my net monthly tenant contribution shall be raised to «**market rent**» (note rate) per month 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 information or due to incorrect information provided by me or on my behalf by others, or for any other household member, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled.

I understand that income certification is a requirement of occupancy and I agree to provide any certifications and income verifications required by the owner promptly to permit determination of eligibility and, when applicable, the monthly tenant contribution to be charged.

Tenants Not Receiving Rental Assistance. Tenants occupying a unit in a complex operated in accordance with RURAL DEVELOPMENT's Plan II Interest Credit Program and not receiving Rental Assistance may pay a reduced rental rate depending on their income, provided they read the following statement: I understand and agree that my gross monthly contribution as determined on the latest Form RD 3560-8, which must be attached to this lease, for rent and utilities will be «total_tenant_payment». If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance of «utility_allowance» will be deducted from my gross monthly rent except that I will pay not less than the basic rent nor more than the note rent stated below. My net monthly rent will be «tenant_rent». I understand that should I receive rental subsidy benefits (known as Interest Credit) to which I am not entitled, I may be required to make restitution and I agree to pay any amount of benefit to which I was not entitled. I also understand and agree that my monthly rent under this Agreement may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this Agreement. My rent will not, however, be less than «basic_rent» nor more than «market_rent» during the term of this Agreement, except that based on the escalation clause in this Agreement, these rental rates may be changed by a RURAL DEVELOPMENT approved rent change. Utilities will be deemed and treated under this Lease as a portion of the tenant's rent obligation.

I also understand and agree that my monthly contribution under this lease agreement may be raised or lowered, based on changes in the household income or adjustments to income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this contract. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Owner and USDA, Rural Development expires, I understand and agree that my monthly contribution may be adjusted to no less than «basic_rent» (basic) nor more than «market_rent» (note rate) during the remaining term of this lease agreement, except that based on the escalation clause in this contract these rates may be changed by a USDA, Rural Development approved rent change.

I understand that should the unit become overcrowded or underutilized or should the Tenant no longer meet the eligibility requirements of the property during the term of this lease agreement, he/she will be required to vacate the unit at the end of the lease term unless eligibility can be established by following Section 17 of this Lease Agreement or an exception is granted by the Landlord.

8. **REGULARLY SCHEDULED RECERTIFICATIONS:** Every year around «recert_start_date», 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 USDA, Rural Development 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 compute the amount of the Tenant's rent and assistance payment, if any.

If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties only in accordance with the administrative procedures and timeframes specified in USDA, Rural Development regulations, handbooks and instructions related to the administration of multifamily subsidy programs. Penalties include the Landlord requiring the Tenant to pay the higher note rate for the unit, implementing any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by this Agreement, or in some cases terminating the tenancy. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification process. 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.

9. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:** Tenants must report changes in household income (gross income) and adjustments to household income. In addition, any change in household size must be promptly reported to the Landlord. Changes to household income may result from but may not be limited to changes in hours worked, salary rates, social security, pensions, public assistance payments, the sale of assets, interest income, the amount of net family assets exceeding \$5,000, imputed income, or other sources of income. Changes in adjustments to income may result from changes in household members other than the tenant or co-tenant, for example, change in the number of minors, disabled, handicapped or full-time students 18 or older, changes in an elderly, disabled, or handicapped tenant or co-tenant's medical care expenses, or changes in child care expenses.

The Landlord will certify resident households whenever permanent changes to gross household income or permanent adjustments to household income result in an increase of \$40.00 or more per month or \$480.00 or more per year. The Landlord will certify resident households whenever changes to income result in a decrease of \$20.00 or more per month or \$240.00 or more per year. If the permanent gross income of a resident household does not exceed \$20.00 a month or \$240.00 annually, and the resident requests certification, the Landlord will process the recertification. Landlords must certify changes in household size or composition.

10. **RESIDENT 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

Section 9 of this Agreement, and as a result, is charged a rent less than the amount required by USDA, Rural Development 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 USDA, Rural Development's procedures for computing rent.

11. **ESCALATION IN BASIC AND/OR NOTE RATE RENT(This section required by USDA, Rural Development regulations):** The basic and note rate rents and/or utility allowances may be escalated at any time during the term of this Agreement provided the Landlord complies with USDA, Rural Development's Rental and/or Utility Allowance Changes regulations. No increases in tenant contribution to rent will take place due to the prepayment of the USDA, Rural Development loan during the term of this lease.
12. **MAINTENANCE:** 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. The Landlord hereby agrees to fulfill its obligation to maintain the building and common areas in a decent, safe and sanitary condition, in accordance with applicable local housing codes and USDA, Rural Development regulations if applicable.
13. **TENANT RESPONSIBILITIES:** The Tenant agrees to do the following:
 - 1) keep the unit clean;
 - 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 and not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
 - 4) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
 - 5) remove garbage and other waste from the unit in a clean and safe manner and endeavor to keep premises free from pests and to report presence of same to the Landlord;
 - 6) take precautions to prevent fires and store no quantity of flammable materials in the unit that would create a fire hazard.
 - 7) to hold the Landlord harmless against loss, injury, damage, or destruction caused by willful or negligent acts of Tenant or members of Tenant's household. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, or his/her household members or visitors, the Tenant agrees to pay: a) the cost of all repairs and 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 USDA, Rural Development will not make subsidy payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the basic rent for the unit.
 - 8) to live in the unit and to have the unit 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 in Section 1 of this Lease. The Tenant agrees to permit other individuals to live in the unit only after obtaining prior written approval from the Landlord. The Tenant may be permitted to have guest(s) visit his/her household. However, the Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14 days and/or nights in a 45 day period without prior notification of the Landlord. Should the Tenant or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the project, then the Landlord may consider such person(s) a member of the Tenant household and may enforce any Lease covenants shown to be broken and/or require recertification.
 - 9) not to assign this Agreement, sublet, transfer possession of the premises, or take boarders or lodgers;
 - 10) not to store personal property on balconies, sidewalks, hallways, passageways, or other places that obstruct the entrances to or exits from the unit;
 - 11) not to use tacks, nails, or screws, or other fasteners in any part of the premises except in a manner prescribed by the Landlord, nor to install extension wires for lights, radios, appliances;
 - 12) not to have pets or animals of any kind, including visiting pets, unless Tenant lives in an elderly project or as prescribed by law (see Section 20 of this Lease);
 - 13) not to make or permit noises or acts that will disturb the rights or comfort of neighbors;
 - 14) not to run any type of business, professional or commercial, out of their apartment;
 - 15) not to engage in or permit any criminal activity;
 - 16) not to repair or maintain automobiles on the premises;
 - 17) 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. 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 damage shall be repaired by the Landlord at Landlord's expense, and until such repairs have been completed, the rent shall be apportioned according to the part of the unit which is usable by Tenant. If the unit becomes unliveable by fire or other cause and the Landlord decides not to rebuild the unit, then the Landlord may, within 60 days after such fire or other cause, give Tenant notice of Landlord's decision not to rebuild, and then the terms of this

Agreement shall expire on the 30th day after said notice is given, and Tenant shall vacate the unit and surrender it to the Landlord;

- 18) Personal property placed in or on the premises shall be at the risk of the Tenant or owner of such personal property. The Landlord will not be responsible for any damage to such personal property.
- 19) The Tenant agrees to provide the name and address of a person to be contacted in the case of abandonment of the unit, emergency, or death of the Tenant, who will be responsible for removing personal property, if needed, and handling Tenant's affairs until such time as Tenant is able to return to the unit.

This person may be changed by providing written notice to the Landlord. In case of abandonment, death, or permanent or extended disabling condition, Tenant's personal property will be removed in accordance with State Law in order that the unit may be rented to another eligible Tenant.

The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- 1) change or remove any part of the appliances, fixtures or equipment in the unit;
- 2) paint or install wallpaper or contact paper in the unit;
- 3) attach awnings or window guards in the unit;
- 4) attach or place any fixtures, additional buildings, signs, or fences on the building(s), the common areas, or the project grounds;
- 5) attach any shelves, screen doors, or other permanent improvements in the unit;
- 6) install washing machines, dryers, dishwashers, freezers, heaters or air conditioners in the unit;
- 7) place any aerials, antennas or other electrical connections on the unit.

The Tenant will be charged for clogged toilets and sinks if it is determined that the toilet or sinks became clogged due to negligence of the Tenant. Accordingly all service calls and repairs which are found to have been caused by the negligence or intentional acts or other acts of the Tenant will be charged back to the Tenant.

(This section required by USDA, Rural Development regulations) It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by local, State, or federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereafter called a "drug violation") may be evidenced upon the admission to or conviction of a drug violation.

The Landlord may require any Tenant or other adult member of the Tenant household occupying the unit (or other adult or nonadult person outside the Tenant household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within timeframes set by the Landlord, and not thereafter enter upon the Landlord's premises or the Tenant unit without the Landlord's prior consent as a condition for continued occupancy by members of the Tenant household. The Landlord may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or completed a counseling or recovery program.

The landlord may require any Tenant to show evidence that any nonadult member of the Tenant household occupying the unit, who committed a drug violation, agrees to not commit a drug violation 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, completed a counseling or recovery program within timeframes specified by the Landlord as a condition for continued occupancy in the unit. Should a further drug violation be committed by any nonadult person occupying the unit, the Landlord may require the person to be severed from tenancy as a condition for continued occupancy by the Tenant.

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

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 resident's afforded by law.

14. **ACCESS BY LANDLORD:** The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, except when emergency situations make such notices impossible or except under Section © below; a) The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections; b) after the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective residents 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 reoccupancy, unless the Tenant/Landlord otherwise agrees prior to the vacating date.
15. **SIZE OF DWELLING:** Minimum and maximum number of occupants per apartment size are as stated in the Occupancy Standards attached to this lease. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within three days from when the unit becomes available. If the Tenant refuses to move to the available unit, or if none is available, Tenant will be required to vacate

the complex within a reasonable time period established by the Landlord in the occupancy standards or by the end of this lease period, whichever is later.

16. **LEASE MODIFICATIONS:** This Agreement and the Occupancy Rules may be modified at the start of each new lease period with prior approval of USDA, Rural Development. Tenants will be given at least a 30-day written notice before implementing the modification. The notice to the Tenant shall be delivered either by first-class mail, properly stamped and addressed, or hand delivered to the premises to an adult member of the household.
17. **LEASE DISPOSITION:** Should any Federal subsidies paid to the Landlord on behalf of tenants be suspended or canceled, due to a monetary or nonmonetary default by the Landlord, the monetary payment made by the tenant to the Landlord (or, when applicable, the monetary payment received by the tenant from the borrower) shall not change over that which would have been required had the subsidy remained in place.

Should the property be sold to a USDA, Rural Development-approved buyer, the Lease shall be transferred to the new Owner, and the Tenant shall be notified of any such transfer.

Should the USDA, Rural Development loan become prepaid by the Owner, all leases will be handled with USDA, Rural Development regulations. No increases in tenant contribution to rent will take place due to prepayment of the USDA, Rural Development loan during the term of the Lease.

18. **TERMINATION OF TENANCY:** To terminate this Agreement, the Tenant must give the Landlord 30 days **WRITTEN** notice before moving from the unit. Tenancy will continue to exist during the time that the Tenant household's personal possessions remain in the apartment after the Tenant household has personally ceased occupancy with the intent to vacate and leave the project, until such time the personal possessions have been removed voluntarily or by legal means, subject to the provisions of state or local law.

If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.

Any termination of this Agreement by the Landlord must be carried out in accordance with USDA, Rural Development regulations, State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement only for:

- 1) The Tenant's material non-compliance with the terms of this Agreement;
- 2) Non-eligibility of Tenant in accordance with USDA, Rural Development regulations;
- 3) The Tenant's material failure to carry out obligations under NH Landlord and Tenant Law;
- 4) Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or any drug-related criminal activity on or near such premises, engaged in by a Tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control;
- 5) other good cause, which includes but is not limited to the Tenant's refusal to accept the Landlord's proposed change to this Agreement.

Terminations for "other good cause" may only be effective as of the end of any initial or successive term. The term material non-compliance 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;

Five or more violations of the lease within a twelve-month period shall constitute a "material non-compliance with the lease", provided, however, that nothing herein limits or waives any right of the Landlord to evict the Resident for any individual violation or lesser number of violations of the lease.

- 3) failure of the Tenant to timely supply all required information on the income and composition, or eligibility factors, of the Tenant household or to knowingly provide incomplete or inaccurate information; and
- 4) non-payment of rent or any financial obligation due under the Lease beyond any grace period permitted by 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.

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 and hand delivered to the dwelling unit in the manner required by USDA, Rural Development 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 timeframes set forth in State and local law. Any USDA, Rural Development 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 the 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.

If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice.

19. **GRIEVANCES:** In order to ensure fair treatment of Tenant and an equitable manner by which the Landlord may operate, maintain, and safeguard the property, the Tenant may utilize the USDA, Rural Development's Tenant Grievance and Appeals Procedure, USDA, Rural Housing Handbook 3560-160. A copy of that procedure is posted in the rental office. Actions covered by that procedure include disputes that the Tenant has with the Landlord's action or failure to act, according to the terms of this Agreement and/or USDA, Rural Development regulations which result or may result in denial, significant reduction, or termination of benefits (other than eviction by judicial action pursuant to state or local law.)

20. **COMMON HOUSEHOLD PETS (ELDERLY HOUSING ONLY):** The Tenant is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24CFR Part 243 and the pet rules promulgated under 24CFR 243.20). Any pet rules promulgated by the Landlord are attached hereto and incorporated hereby. The Tenant agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the Tenant's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 247 and provisions governing the termination of tenancy under this Agreement.

21. **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.

- Attachment 1 - Tenant Certification USDA, Rural Development Form 3560-8
- Attachment 2 - Unit Inspection Report (prior to move in and move out)
- Attachment 3 - Occupancy Rules and Occupancy Standards
- Attachment 4 - Any Additional Addendum

(THIS SECTION REQUIRED BY USDA, RURAL DEVELOPMENT REGULATIONS)

SPECIAL LEASE CLAUSE WHEN LANDLORD ASSIGNS A NON-HANDICAPPED HOUSEHOLD TO A HANDICAPPED ACCESSIBLE UNIT:

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 suitably 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.

OCCUPANCY STANDARDS

Following are the occupancy standards set forth by «mgmt_company»:

<u>Type of Unit</u>	<u>No. of BR</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
A Unit	1BR	1	3
B Unit	1BR	1	3
C Unit	1BR	1	3
D Unit	2BR	2	5
E Unit	2BR	2	5
3 BR	3BR	3	7

If, because of a physical or mental handicap of a household member or a person associated with that household, a family may need a unit that is larger than the unit size suggested by these guidelines, a family may request a reasonable accommodation by contacting «mgmt_company».

In tenancy, when an occupied unit becomes overcrowded or underutilized based on the above standards and there is a waiting list for the size unit occupied:

- (1) The Tenant must move to another unit in the project of adequate size and accommodation when it becomes available. If the tenant then refuses to move to the available unit, or if none is available,
- (2) The Tenant must vacate the project within a reasonable time period established by the Landlord as specified in the lease or by the end of the lease period, whichever is later.

MOVE-OUT INSTRUCTIONS FOR RESIDENTS (REVISED 7/01)

Our office must be notified, in writing, 30 days prior to your intent to vacate your apartment. Failure to provide the 30-day notice will result in a charge of one month's rent. Once we receive your notice, your apartment will be pre-inspected by «mgmt_company» so that an assessment can be made of the work that needs to be done. You will be given advance notice of this pre-inspection and you do not have to be there. **Once your apartment is empty and you are ready to turn in the keys, it is your responsibility to notify the resident maintenance person/rental agent to do the final inspection.** If we do not hear from you, your apartment will be inspected on the last day of your notice.

The following move-out instructions detail your responsibilities. If we have to do the following work, you will be charged. Charges will be assessed for all additional cleaning based on the time spent over and above the customary turnover cleaning time. These charges will also apply for the expense in removal of the excessive buildup of nicotine caused by smoking material either by means of cleaning or sealing in prior to starting the normal apartment turnover.

KITCHEN

- A. Refrigerator, including shelves, crisper, under crisper, and area under footguard cleaned; Refrigerator should be pulled out to clean sides and area behind refrigerator
- B. Cupboards, sink, faucet fixtures, tile, and exhaust fan cleaned
- C. Stove, including burners, controls, burner rings, and drip-pans cleaned. Stove should be pulled out to clean sides and area behind stove. Oven cleaned, with no oven cleaner left in oven or dripped on floor
- D. Floor cleaned and Closets cleaned

LIVING ROOM, DINING ROOM, AND BEDROOM(S)

- A. Baseboards cleaned Finger marks and other marks cleaned off switches and walls
- B. Finger marks and other marks cleaned off switches and walls
- C. Window sills cleaned, windows washed, and screens washed or cleaned
- D. Closets vacuumed and clothes hangers removed

BATHROOM

- A. All fixtures, floor, and wall areas must be cleaned

MISCELLANEOUS/PATIO/STORAGE AREA

- A. Burns in carpet/flooring/countertop
- B. Refuse carried away
- C. Patio swept and mopped or hosed (if applicable)
- D. Storage compartment cleaned (if applicable)
- E. Residents are responsible for the expense for removal of all furniture that is not wanted which is left behind at move-out or placed with the trash.
- F. Wall-mounted air conditioners, which are personally owned by the resident, do not include the metal sleeve which is attached to the building. This sleeve is part of the building and must remain after move-out. If you need to purchase a sleeve, contact the office for information.

An «mgmt_company» representative will then inspect the apartment with you and report its condition to our office. At that time, all necessary funds will be removed from the security deposit for repairs, replacement of items, etc. If the apartment is in proper condition, you will forfeit no part of the security deposit. If the charges incurred exceed the amount of your security deposit, you will be billed for the difference. Please return your keys to the resident manager. There is a fee charged for each missing key.

It is your responsibility to notify this office of your forwarding address by the date you vacate.

ADDENDUM TO THE LEASE (REQUIRED BY «MGMT COMPANY»)

This is to certify that I/we are aware of the policy regarding snow removal at «community» Apartments, and I/we agree to be responsible to move my car during snow removal operations. I/we also understand that in the event that the vehicle is not moved at the appropriate time, it will (at the management’s choice) be towed at the vehicle owner’ expense, or have the area around the vehicle cleared at my expense.

I/we further acknowledge that I have received and reviewed «mgmt_company»’ Community Rulebook prior to signing the lease.

By signing this Lease, I/we hereby acknowledge that I/we are in full agreement with all statements and conditions.

SIGNATURES:

TENANT:

(✓) _____

Date Signed _____

(✓) _____

Date Signed _____

LANDLORD:

By: _____

Date Signed _____

For: «owner»

*****AS REQUIRED BY YOUR LEASE PLEASE PROVIDE «mgmt_company» THE FOLLOWING*****

TENANT REQUIREMENTS – ABANDONED PROPERTY:

As stated in the Lease, Tenant agrees to provide the name and address of a person to be contacted in the case of abandonment of the unit, emergency, or death of the Tenant, who will be responsible for removing personal property, if needed, and handling Tenant’s affairs until such time as Tenant is able to return to the unit. That person is:

NAME: _____

ADDRESS: _____

PHONE: _____