

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

## LEASE AGREEMENT

THIS LEASE is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ a \_\_\_\_\_ organized and existing under the laws of the state of Alabama, hereinafter sometimes called "Lessor" and sometimes called "Owner," and \_\_\_\_\_ (tenant) and \_\_\_\_\_ (co-tenant) hereinafter sometimes called "Lessee" and sometimes called "I," "me," "my" or "myself," are \_\_\_\_\_ and \_\_\_\_\_ years old respectively.

### WITNESSETH:

Lessor hereby lets and leases to Lessee and Lessee rents from Lessor under the terms set forth herein, Apartment Number \_\_\_\_\_, \_\_\_\_\_ apartment complex, in the City of \_\_\_\_\_, Alabama and which is managed by \_\_\_\_\_ (the "Management Agent"), whose address and phone number are \_\_\_\_\_. The address and phone number of the apartment complex office is \_\_\_\_\_. Apartment Number \_\_\_\_\_ shall be referred to as "Leased Premises," "Premises," "Unit," "Apartment" or "Dwelling Unit." The entire apartment complex of which the Premises is a part shall be referred to as "Complex." The Complex is financed by the Rural Housing Service (referred to herein as "RHS"), and is subject to nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. All complaints should be directed to the Administrator, RHS, USDA, Washington, DC 20250. Complaints of Fair Housing violations may be sent directly to the Secretary of Housing and Urban Development, Washington, DC 20410. Complaints should also be provided to the Management Agent at the address and phone number provided above, and the Management Agent is authorized to act for and on behalf of Owner for the purpose of service of process and receiving and receipting for notices and demands.

The terms and conditions under which Lessor leases the Leased Premises to Lessee are as follows:

**1. Term.** This Lease is for a period of at least one (1) year and shall start on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_, unless this Lease is sooner terminated by Lessor as a result of Lessee's Event of Default hereunder or as a result of any other provision of this Lease affecting Lessee's eligibility for occupancy and right to lease Premises. I understand that re-certification of income must be accomplished at least annually and that I must furnish the Lessor with valid proof of the names, ages, and income, assets and medical (if elderly household) verification for myself, and for all household members, in connection with re-certification. I understand that the standards by which rents, eligibility, and appropriate dwelling size shall be judged are governed by the rules and regulations of USDA Rural Development.

I understand that I will no longer be eligible for occupancy in this unit and/or this complex if:

- (a) My household size no longer meets the occupancy standards (see Section #16).
- (b) My income exceeds the maximum allowable adjusted income as defined periodically by RHS for the State and county.

I will have up to thirty (30) days or the end of the term of my lease agreement, whichever is longer, when an eligible applicant is on the waiting list and is available for occupancy, to vacate the unit or move to an appropriate size unit if one is available, as the case may be at such time. In the event Lessee holds a Letter of Priority Entitlement (LOPE) and is temporarily occupying a unit for which Lessee is not eligible, Lessee must move when a suitable unit in the Complex becomes available.

**2. Parties to Reside on Premises.** Lessee covenants and agrees that the only persons beside Lessee who will live in or reside on the Premises with Lessee during the term of this Lease will be: \_\_\_\_\_, and whose ages are \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ respectively. Lessee and the other parties on premises are herein defined as the household unit.

**3. Use of Premises.** Lessee and the persons named in Section 2 who reside in the Premises with Lessee shall use the Leased Premises solely as their principle residence during the term of this Lease and shall not use the Premises for any other purpose. No pets will be kept on the Premises unless agreed in advance and in writing by Lessor and including a trained and certified assistance animal required to achieve the normal functions of a household member. Within the uses permitted herein, Lessee shall comply with all laws and city ordinances affecting the use and occupation of the Premises. Lessee shall comply with all rules and regulations adopted or hereafter to be adopted by Lessor with respect to occupancy of the Premises and Complex, including, without limitation, such rules and regulations as Lessor determines necessary or advisable to promote and provide for the safety, care, good order and cleanliness of the Premises and Complex.

**4. Rent: Determination of Rent and Adjustment Thereto: Eligibility for Occupancy.** I understand that income certification is a requirement of occupancy and I agree to promptly provide any certifications and income verifications required by the Owner to permit determination of eligibility and, when applicable, the monthly tenant contribution to be charged. I will also provide Lessor, when requested by Lessor, an Application, Tenant Certification, and Verifications of Employment, Assets and Medical Deductions (if elderly). I understand that if any of the information provided in the Certification or Application is falsified or misrepresented, Lessor may terminate and I shall vacate the Premises immediately. I understand that the Complex is financed by RHS, and RHS has the right to further verify information provided by me. I agree I must immediately notify the Lessor of any change in my/our gross income or assets or adjustment to income, change in my/our citizenship status or when there is a change in the number of persons living in the household. A guest will be considered a member of the household and required to be added to the tenant certification after having lived in the Leased Premises for \_\_\_\_\_ days. I understand that my rent or benefits may be affected as a result of this information. I also understand failure to report such changes may result in my losing benefits to which I may be entitled or may result in the Lessor

taking corrective action if benefits were mistakenly received. I understand the corrective action the Lessor 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 \$\_\_\_\_\_ per month (note rate rent), or initiation of a notice of termination. I understand that one or more of these remedies may be initiated at the option of the Lessor. I understand that should I receive rental 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/we may be required to make restitution, and I/we agree to pay and/or refund in full any amount of benefits to which I/we were not entitled.

In the event of a change in Lessee's income or household size during the year, Lessee may request or Lessor may perform a re-certification, in which case all of the rules and procedures of the yearly re-certification will then apply. Upon completion of the re-certification process the new monthly tenant contribution resulting in a decrease in tenant contribution from such changes in Lessee's income will become effective on the first day of the following month. Should a change result in an increase in tenant contribution the re-certification and the new monthly tenant contribution resulting from such change in Lessee's income will become effective on the first day of the month following a 30 day notice period for the Lessee.

In the event of a change in household income of \$100 or more per month, which change increases or decreases the Lessee's permanent income from the level indicated on the latest certification, the Lessor will proceed with recertification based on the new information. If the Lessee's gross income or allowance changes by \$50 per month and the Lessee specifically requests in writing a recertification, then the Lessor will process the recertification.

RHS regulations require an annual recertification of the household to be effective no later than twelve (12) months from the effective date of the latest certification. Should the Lessee fail to cooperate with the recertification procedure upon expiration of the current certification Lessee will be charged the note rate rent and eviction proceedings will begin.

☐ Payment of the net monthly tenant contribution including occupancy surcharge (rental payments) is due in advance on the first day of each month. Payments must be received by the Management at \_\_\_\_\_ during posted office hours by the tenth of each month. In other words, there is a ten (10) day grace period in which to make rent payments. If Lessee's payment is not received by the management within ten (10) days of receipt of written notice from Lessor, then the Lessee will be in default and will receive an immediate eviction notice. Acceptance of the payment by Lessor after the tenth day of the month does not relieve the Lessee from this lease violation. If the tenth falls on a weekend then payment will be accepted on the following Monday.

I understand that I must promptly notify the Lessor of any extended absences from the Premises and that if I do not personally reside in the unit for a period exceeding sixty (60) consecutive days, for reasons other than health or emergency, my net monthly contribution shall be raised to \$\_\_\_\_\_ per month (note rate rent) for the period of my absence exceeding sixty (60) consecutive days. I 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. In addition, I agree to notify Lessor in advance if I plan to be absent from the unit for a period exceeding two or more consecutive weeks.

☐ Should any Federal subsidies paid to Lessor on behalf of the Lessee be suspended or cancelled, due to a monetary or nonmonetary default by the Lessor, the monetary payment made by the Lessee to the Lessor (or, when applicable, the monetary payment received by the Lessee from the Lessor) shall not change over that which would have been required had the subsidy remained in place.

☐ **Escalation clause.** I understand and agree that the net monthly tenant contribution under this Lease will increase by the amount of any such increase approved by USDA Rural Development during the term hereof, such increase to become effective on the first day of the month following the month during which the Lessor receives notification of approval of such increase from USDA Rural Development.

Copies of the properly completed, signed and approved "Housing Allowance for Utilities and Other Public Services" and "Tenant Certification" Form RHS 3560-8 are attached hereto and made a part by reference as Exhibits, "A" and "B" respectively, the same as if each were fully written herein.

☐ **Applies**

☐ **Not Applicable**

**A. THE FOLLOWING TERMS APPLY ONLY TO COMPLEXES IN WHICH OCCUPANCY SURCHARGE COLLECTION IS REQUIRED:**

1. Occupancy surcharges are mandated by law; therefore, they must be paid by the tenant in addition to regular rent. If they are not paid, these unpaid surcharges constitute good cause for possible termination of occupancy.
2. The current occupancy surcharge unit rate is \$\_\_\_\_\_ per unit, and will increase annually on the surcharge anniversary date \_\_\_\_\_, by \$2 per month for this unit, not to exceed a total of \$40 per month.
3. The portion of the unit surcharge assessment which the Lessee pays will be based on the household's income and will not cause the tenant's contribution for rent and occupancy charge plus utility allowance to exceed 30 percent of adjusted income.
4. The Lessee may experience increases or decreases in the amount of occupancy surcharge required to be paid prior to the expiration of this lease.

☐ **Applies**

☐ **Not Applicable**

**B. THE FOLLOWING TERMS APPLY ONLY TO PLAN II/INTEREST CREDIT TENANTS RECEIVING RENTAL ASSISTANCE FROM RHS:**

I understand and agree that the monthly rental payment under this Lease will be \$\_\_\_\_\_.

☐ I understand and agree that as long as I receive rental assistance, my gross monthly tenant contribution (as determined on the latest Form RHS 3560-8, which must be attached to this lease) for rent or occupancy charge and utilities will be

\$\_\_\_\_\_ If I pay any or all utilities directly (not including telephone or cable "1~.V."), a utility allowance of  
\$\_\_\_\_\_ will be deducted from my gross monthly tenant contribution and my resulting net monthly contribution will be  
\$\_\_\_\_\_ If my net monthly tenant contribution would be less than zero, the Lessor will pay me \$\_\_\_\_\_ per month for each such month.

I also understand and agree that my monthly tenant contribution under this lease 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 members living in the household, and on the escalation clause in this lease. Should I no longer receive rental assistance as a result of these changes, or should the rental assistance agreement executed by the owner and RHS expire, I understand and agree that my monthly tenant contribution may be adjusted to no less than \$\_\_\_\_\_ (Basic Rental) nor more than \$\_\_\_\_\_ (Note Rate Rental) during the remaining term of this lease, except that based on the escalation clause in this lease, these rental rates may be changed by a USDA Rural Development approved rent or occupancy charge change.

I understand that every effort will be made to provide assistance so long as I remain eligible and the rental assistance between the owner and RHS remains in effect. However, should this assistance be terminated I may arrange to terminate this lease, giving proper notice as set forth elsewhere in this lease.

**C. THE FOLLOWING TERMS APPLY ONLY TO PLAN II/INTEREST CREDIT ONLY TENANTS-NOT RECEIVING RHS RENTAL ASSISTANCE**

I understand and agree that my gross monthly tenant contribution as determined on the latest Form 3560-8, which must be attached to this Lease for rent or occupancy charge and utilities will be \$\_\_\_\_\_.

If I pay any or all utilities directly (not including telephone or cable T.V.) a utility allowance of \$\_\_\_\_\_ will be deducted from my gross monthly rent or occupancy charge except that I will pay not less than the basic rent nor more than the note rate rent stated below. My net monthly rent or occupancy charge will be \$\_\_\_\_\_. 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 tenant rent or occupancy charge under this lease 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 in the household and on the escalation clause in this lease. My rent or occupancy charge will not, however, be less than \$\_\_\_\_\_ (Basic Rental) nor more than \$\_\_\_\_\_ (Note Rate Rental) during the term of this lease, except that based on the escalation clause in this lease, these rental rates or occupancy charges may be changed by an RHS approved rent or occupancy charge change.

**5. Late Charges and Returned (Bad) Check Charges.** In the event Lessee does not pay Lessor the rental payment due Lessor by the tenth (10th) day of each month, Lessor may charge Lessee an additional Ten Dollars (\$10.00) each such month as a late charge, such sum to be paid by Lessee at the time of making the rental payment. Should the Lessee attempt to make the rental payment with a bad check, then an additional \_\_\_\_\_ Dollars \$\_\_\_\_\_ cash must be paid. Bad checks must be repaid in certified funds and no future checks in payment of rent will be accepted by the Lessor. Lessee understands that any payment (rent, security deposit, etc.) made to Lessor with a bad check will be substantial violation of this Lease. Furthermore, acceptance of a late fee or a bad check fee by the Lessor does not authorize the Lessee to violate this lease thereafter by paying after the and/or with a bad check.

**6. Utilities.** Lessor agrees to provide the following utilities to the Leased Premises and the services and equipment related thereto: \_\_\_\_\_ provided, however, payment of all charges for utilities is the sole responsibility of Lessee and Lessor shall not be obligated to pay any bills therefor. Lessee agrees to pay promptly and before they become delinquent all bills for these utilities. In the event that electrical, gas or water service to the leased unit is terminated for a period of one (1) day or longer due to non-payment of the Lessee, then the Lessee will be considered in violation of this lease and must vacate the Premises immediately. Lessee understands that he cannot reside in this unit without electricity, gas and/or water as it presents an unsafe, unsanitary hazard to the Premises. If the Lessee fails to vacate immediately, Lessor will use legal process to remove the Lessee.

**7. Written Statement of Condition of Premises.**

(a) **Commencement of Lease.** Lessor and Lessee acknowledge that prior to and/or contemporaneously with the execution of this Lease they have inspected the Premises together and Lessee acknowledges that the Premises are in good condition and state of repair and that no repairs to the Premises are needed except as noted on the move-in inspection report. Lessee acknowledges that Lessor has furnished Lessee with a copy of the move-in inspection report. Furthermore, Lessee acknowledges the receipt from Lessor of \_\_\_\_ key(s) to the leased unit and \_\_\_\_ key(s) to the leased unit's mailbox.

(b) **Termination of Lease.** Upon the termination of this Lease or at the time Lessee vacates the Premises, whichever is earlier, Lessee and Lessor agree that they will inspect the Premises together to examine the condition of the Premises to make sure that the Premises are in the condition required by Lessor under this Lease. If Lessee fails to participate in the move-out inspection with Lessor, Lessee hereby waives the right to dispute the Lessor's statement of the condition of Premises on which the security deposit disposition is based.

The Lessor will provide a copy of the move-out inspection report to the Lessee, if Lessee so desires. In the event the condition of the Premises are in a state of repair other than the state and conditions which existed at the commencement of this lease, including repairs made by Lessor pursuant to this Lease, usual wear and tear excepted, Lessee shall bear any expense incurred by Lessor in repairing the Premises and Lessor may utilize all or any portion of the security deposit to recoup the expenses incurred by Lessor in repairing the Premises. Furthermore, if Lessee does not return all keys, including copies and/or duplicates, to the leased unit and mailbox then the cost of replacing all locks concerned will be at the expense of the Lessee and deducted from the security deposit. Lessor shall provide Lessee with an itemized accounting of these repairs unless the Lessee has abandoned the rental unit and the Lessee's whereabouts are unknown and cannot be ascertained after reasonable inquiry.

The Lessee's tenancy still exists during the time that the Lessee's household's personal possessions remain in the unit and the Lessee has not returned all keys to management (even after the Lessee's household has moved out with the intent to vacate and leave the complex). The tenancy exists until such time as the personal possessions have been removed voluntarily or by legal means (in accordance with State and Local laws).

It is also hereby understood by the Lessee that in the event that the Lessee fails to return all keys to the Premises and the Lessor must rekey or change the locks to the Premises in order to secure possession to the Premises, rental payments will be due from Lessee until such time as the locks are rekeyed or changed.

**8. Lessor's Right to Inspect Premises.** Lessor reserves the right during the Lease term to enter the Leased Premises for the following reasons after giving at least two (2) days' advance notice:

(a) To inspect the Leased Premises to determine whether Lessee is fulfilling the obligation to maintain and repair the Premises as required of Lessee herein;

(b) In performing any preventive or routine maintenance to the Premises or Complex or as part of any periodic inspection of the Premises or Complex by Lessor.

(c) To render pet inspections to assure that pets are not being kept within the Leased Premises except as otherwise provided for in this Lease. (Advance notice having expressly been given by inclusion of this paragraph in this Lease.)

(d) For any other reason or purpose which Lessor may deem necessary provided, it is for good cause.

Lessor reserves the right during the Lease term to enter the Leased Premises for the following reasons without advance notice to or consent from Lessee:

(a) In case of emergency;

(b) Pursuant to court order;

(c) When Lessor has reasonable cause to believe Lessee has abandoned or surrendered the Premises; and

(d) As otherwise permitted by applicable law.

If Lessee requests repairs or maintenance or improvements to the Premises, Lessee shall be deemed to have granted consent to Lessor to enter into the Premises and make the repairs, maintenance, or improvements as requested by Lessee.

☐ **9. Maintenance and Repair by Lessee.** Lessee agrees to permit no waste to occur of, to, or about the Premises, such as, but not limited to, removal of garbage and washing of dirty dishes on a prompt regular basis to prevent the attraction of bugs, etc. Lessee shall at all times maintain and take good care of the Leased Premises during the term of this Lease. Upon termination of this Lease, Lessee agrees to give possession of the Leased Premises to Lessor without notice by Lessor and the Leased Premises shall be in as good condition as at the commencement of the term hereof, normal wear and tear excepted. Lessee shall make no alterations, repairs, changes or improvements of any type or character to the Leased Premises, without the consent in writing of Lessor, which consent may be withheld with or without justification; except necessary repair for proper care and maintenance of the Premises may be made by Lessee in an emergency. In the event Lessee does not maintain the Leased Premises in a good state of repair and keep the Premises in a safe, clean and sanitary condition during the term of this Lease, Lessor shall have the right to terminate this Lease, as permitted by applicable law. If the damage is caused by Lessee and/or visitors, Lessee must report this immediately to the Lessor and arrangements for payment by Lessee must be made with Lessor within 30 days. If Lessor does not receive payment from Lessee within 30 days, a separate legal process may be used to collect the charges due. Payment to Lessor shall not be deducted from monthly rental payment received. Intentional damage to the unit, grounds, and/or common areas by the Lessee and/or visitors, is cause for Lease termination. In the event Lessee does not return the Leased Premises to Lessor at the end of the Lease term in as good condition and state of repair as at the commencement of the Lease term, usual wear and tear excepted, Lessee shall be obligated to pay to Lessor any such sums expended by Lessor to return the Leased Premises to such condition and Lessor may utilize the security deposit to offset the cost of such repairs incurred by Lessor. All such repairs will be made at Lessee's sole cost and expense. Lessee shall promptly notify management of any breakage, leakage or stoppage of waste pipes of sewers located above the ground and which service the Premises. In the event Lessee's failure to maintain the Premises as required in this Section 9 materially affects health and safety and said repairs can be remedied by repair, replacement of a damaged item, or cleaning, and the Lessee fails to comply as promptly as conditions require in case of emergency or within seven (7) days after written notice by Lessor, Lessor may enter the Premises and cause the work to be done. An itemized accounting for such work shall be provided to Lessee, and shall be due on the date the next rental payment shall be due, or if the Lease has terminated, said amount shall be due immediately.

**10. Maintenance and Repair by Lessor.** Lessor is under no duty to make any repairs or perform any maintenance to the Premises except as expressly provided in this Lease. Lessor agrees that after reasonable notice from Lessee, Lessor will repair underground pipes which serve the Premises and relieve stoppage of same when such is necessitated due to natural cause or deterioration. If, however, such underground pipes require repair, etc., due to the carelessness, neglect or improper use by Lessee, Lessor shall cause such repair or stoppage to be made at Lessee's sole cost and expense and Lessee shall upon demand reimburse Lessor for sums expended by Lessor within 30 days. Lessor agrees to make necessary repairs to the roof of the building of which Premises are a part within reasonable time after Lessee gives Lessor notice of the necessity of such repairs. Lessor is obligated to maintain the Buildings and unassigned community areas of the Complex in a decent, safe and sanitary condition in accordance with applicable governmental housing codes and USDA Rural Development regulations. The failure of Lessor to maintain the buildings and unassigned community areas of the Project in a decent, safe and sanitary condition may subject Lessor to remedies available through the local government under applicable housing codes and/or through RHS under its rules and regulations as agreed to by Lessor.

Lessee agrees that the Premises are in a good and safe condition.

The Lessee agrees that all personal property placed in the Leased Premises or in or on any other portion of the Lessor's property or any place appurtenant thereto shall be at the sole risk of the Lessee or the owners thereof. Lessee understands that he should secure appropriate insurance to cover such losses and agrees to so do.

**11. Right to Transfer Premises.** Lessee shall neither assign this Lease or sublet the Leased Premises. In the event Lessee does assign the Lease or sublease the Premises, with or without notice to Lessor, the acceptance of rent by Lessor from any assignee, sublessee or successor-in-the-interest shall not relieve Lessee from the obligation to pay rent or the other obligation of Lessee under this Lease. In the event that Lessor shall sell the Complex to a Buyer approved by USDA Rural Development, then this Lease and the security deposit shall be transferred and assigned to the new owners.

**12. Security Deposits.** Lessee hereby deposits with Lessor the sum of \$\_\_\_\_\_ which shall be held by Lessor as security, for damages and losses caused by Lessee to the Premises of Complex and for the payment of rental and other charges required of Lessee pursuant to the terms of this Lease. Refunding of security deposits will be made in accordance with RHS rules, appropriate state law and the terms of this Lease agreement. Disbursement from security deposit will be applied in the following order: unpaid rent or occupancy charges, damages and other charges. If total charges due exceed the security deposit then Lessor will bill Lessee for difference. If Lessee fails to pay all charges, then Lessor will seek legal remedy for collection.

☐ **13. Lessee's Right to Terminate Lease.** Lessor will allow Lessee the privilege of terminating this Lease for good cause prior to the end of the term hereof only if all of the following conditions are met:

(a) Lessee gives paid written notice to Lessor at least thirty (30) days prior to the date Lessee desires to terminate this Lease; and said notice being due on the first day of the month. Should Lessee occupy the unit on the first day of any month, then a full month's rent will be due; and

(b) Lessee is current on payment of all rental payments and payment of other charges due under this Lease prior to and through the thirty (30) day notice period; and

(c) Lessee furnishes Lessor written proof of: involuntary termination of employment; or that Lessee is being transferred by the Lessee's employer (including Military Personnel) and the Lessee is transferred outside \_\_\_\_\_ County (duty station for military personnel); or due to the death of spouse or due to severe long term illness; or Lessee provides Lessor a copy of a sales contract showing he has purchased an existing residence or copy of builder's contract showing location of new home constructed for and by Lessee and that the same is or will be completed and ready for occupancy by Lessee within thirty (30) days from the date hereof.

(d) If Lessee terminates the Lease for any reason other than 13c, Lessee agrees to pay a lease termination charge of an amount equal to the security deposit.

(e) If Lessee fails to give the 30 day paid written notice Lessee will be charged for one additional month's rent as referenced in 13A.

(f) If Lessee notifies Lessor of intent to so do within thirty (30) days after Lessor notifies Lessee that Lessor intends to prepay in full Lessor's RHS loan on the premises.

**14. Default: Procedure: Use of Legal Process.**

(a) **Events of Default:** Lessee shall be in default in the event of the happenings if any of the following (hereinafter referred to singularly as "Event of Default"):

(1) A "material noncompliance" with the terms of this Lease (as that term is defined hereinbelow and as established by Alabama law);

(2) Non-eligibility for occupancy of the Premises in accordance with applicable USDA Rural Development Rules and Regulations;

(3) Action or conduct by Lessee which disrupts the livability of the Complex or adversely affects the health or safety of any person, or the right of any other occupant to the quiet enjoyment of the Leased Premises or the Complex, or which has an adverse financial effect on the Complex; or

(4) Criminal activity by the Lessee, any member of the Lessee's household, a guest or another person under the Lessee's control that adversely affects the health or safety of any person, or the right of any other occupant to the quiet enjoyment of the Leased Premises or the Complex.

(5) Lessee or any guest or invitee of Lessee (a) possesses or uses illegal drugs at the Complex; (b) discharges a firearm at the Complex, except as may be permitted by applicable law; or (c) criminally assaults a tenant, guest or invitee at the Complex, except as may be permitted by applicable law.

(6) Lessee intentionally misrepresents a material fact in this Lease or in any rental application submitted in connection with this Lease.

As used in (a) above, "material noncompliance" shall mean (i) one or more substantial violations of the Lease, or (ii) nonpayment of rent, or any other financial obligation, due under the Lease (including any portion thereof), beyond any grace period, which shall be deemed to constitute a substantial violation.

Any Lessee grievance or appeal from Lessor's decision shall be resolved in accordance with procedures consistent with RHS regulations covering such procedures and are posted in the Lessor's rental office.

Notwithstanding anything herein to the contrary, no breach of any of the terms or obligations of this Lease may be cured by Lessee more than four times in any 12-month period except by the express written consent of Lessor.

(b) **Procedure.** Upon the happening of an Event of Default, Lessor may terminate this Lease in accordance with procedures consistent with USDA Rural Development's applicable rules and regulations relative to such actions and state law. Further, Lessee understands that any grievance of Lessee from Lessor's decisions shall be resolved in accordance with USDA Rural Development rules and regulations covering such procedures, such rules being posted in the rental office.

The procedure for handling Lessee's abandoned property will be as provided by the laws of this state.

(c) **Use of Legal Process.** Following compliance with all applicable USDA Rural Development rules and regulations which may be applicable to an Event of Default by Lessee concerning Lessee's termination and/or eviction from the Premises, Lessor may use any legal process available to it to enforce its rights hereunder. Furthermore, the Lessee hereby severally waives as to past due rent owed and/or damages done by the Lessee all rights of exemption under the Constitution and Laws of the State of Alabama, or any other State in the United States, now enforced or hereafter passed, to have any personal property or any wages from my employment exempt from levy or sale, or other legal process.

Lessor agrees to accept a tenant contribution (rental payment) without regard to any other charges owed by Lessee to Lessor and to seek separate legal remedy for the collection of other charges which may occur to Lessor from Lessee.

**15. Destruction by Fire or Other Casualty.** It is agreed that if the Premises are made wholly untenantable during the term hereof by fire or other casualty without Lessee's fault, Lessee shall have the right to terminate the lease upon notice to Lessor within fourteen (14) days of such fire or other casualty. In the event Lessee does not so terminate the lease within said time period, Lessee shall not hereafter be liable for payment of rent unless Lessor within reasonable time restores the property to substantially the same condition as just previous to such fire or other casualty; provided, however, Lessor, in order to hold Lessee, must within thirty (30) days after the fire or other casualty give Lessee notice in writing of his intention to restore the Premises, but rent shall abate during the period said Premises remain untenantable.

**16. Number of Occupants.** The number of occupants in the household shall be in accordance with limits Lessor determines according to current local codes or ordinances and RHS regulations. Lessee hereby agrees that Lessor may change occupancy limits as necessary during the term of this lease, in accordance with changes to laws, ordinances, or regulations should such changes become necessary. Current occupancy limits for this unit shall be as follows: \_\_\_\_\_ person(s) minimum occupancy; \_\_\_\_\_ persons maximum occupancy. In order to further the goal of reasonable

accommodation, Lessor reserves the right to make reasonable accommodations to the above stated occupancy limits if necessary for persons because of individual needs resulting from a disability or impairment.

Should there be any change in the number of persons residing in the leased unit during the term of this lease which would cause the unit to be over crowded or underutilized, Lessee agrees to move to the first available appropriate sized unit. If there is not an appropriate sized unit in the complex, Lessee understands that he must vacate the Premises either at the end of the lease term or as it is set out elsewhere in this lease unless an exception is granted otherwise by Management.

**17. Drug-Free Housing Requirement.** Any of the following shall be considered a “drug violation” under the Lease: (i) 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, on, near or away from any part of this apartment complex; (ii) determination by the Lessor that a Lessee, any member of the Lessee’s household, a guest or another person under the Lessee’s control (or other adult or nonadult person outside the tenant household who is using the unit) is illegally using a drug; or (iii) determination made by the Lessor that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the apartment complex by other residents. The commission of a drug violation shall be a material noncompliance under the Lease and grounds for termination of the Lease by the Lessor, or such other actions as permitted by this Section.

The Lessor may require any Lessee, any member of the Lessee’s household, a guest or another person under the Lessee’s control (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 time frames set by the Lessor, and not thereafter enter upon the Lessor’s premises or the Lessee unit without the Lessor’s prior consent as a condition for continued occupancy by members of the remaining Lessee household. The Lessor 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 Lessor may require any Lessee to show evidence that any nonadult member of the Lessee’s 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 the time frames specified by the Lessor as a condition for continued occupancy in the unit. Should a further drug violation be committed by any nonadult person occupying the unit the Lessor may require the person to be severed from tenancy as a condition for continued occupancy by Lessee.

If a person vacating the unit, as a result of the above policies, is one of the Lessees, the person shall be severed from the tenancy and the Lease shall continue among any other remaining Lessees and the Lessor. The Lessor may also, at his option, permit another adult member of the household to be a Lessee.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of Lessee afforded by law.

**18. Prepayment Notice.** No increases in tenant contribution to rent will take place due to prepayment of the RHS loan during the term of the lease. Upon RHS approval and acceptance of a prepayment, subject to restrictive-use covenants, the following provisions apply:

As a condition of the Government’s approval of a request to accept early payment on notes owed, the Lessee’s household is protected, to the extent herein disclosed, against involuntary displacement (except for good cause) and, depending on the restrictive-use provision accepted by the owner, against having the Lessee household contribution level (rent) materially increased until (insert A or B):

- A. 20 years from the date of the last RHS loan or servicing action making the loan subject to prepayment restrictions; or,
- B. the tenant household decides to move .

Specifically, the household contribution level (rent) must be consistent with those necessary to maintain the project for low-and moderate-income tenants. Those Lessee households whose Lessee household contribution level (rent) did not exceed 30 percent of their monthly adjusted income at the time the prepayment was accepted, may have their Lessee household contribution level (rent) raised to the lesser of 30 percent of their monthly adjusted income or 10 percent of their gross monthly income per year. Those Lessees whose Lessee household contribution level (rent) exceeded 30 percent of their monthly adjusted income at the time the prepayment was accepted, may have their Lessee household contribution level (rent) raised to the lesser of the latest U.S. Consumer Price Index or 10 percent per year.”

☐ **19. Grievances.** Tenant grievances shall be in accordance with RHS Instruction 1944-L which is posted in the Lessor’s rental office.

**20. Notices.** Any notice required to be given by the parties shall be given within the time period required herein and in the manner stated herein, or if no time period or manner is stated, then at any time and by oral or written notice to the parties hereto, provided, however, in the event a particular time period or method of notice is required by any applicable USDA Rural Development regulation or ruling, then such USDA Rural Development regulation or ruling shall prevail.

☐ **21. Right to Extend Lease.** At Lessor’s option, Lessee shall have the right to extend this Lease for an additional one (1) year term under the same conditions as set forth herein; provided that Lessee shall give Lessor written notice that Lessee desires the extension at least thirty (30) days prior to expiration of the Lease term. In such event, Lessee’s eligibility for occupancy must be re-determined. At least thirty (30) days prior to the end of the initial term of this Lease, Lessee agrees to submit current Tenant Certification and Verifications of Income. Lessee further agrees to provide the lessor with any information needed to complete the re-certification. Lessee understands that if any of the information provided in the re-certification process is falsified or misrepresented, then Lessor may terminate the Lease immediately. The new rental rate upon re-certification shall become effective on the date of the Lease extension. If Lessee does not plan to renew his/her Lease, Lessee must give a thirty (30) day notice in writing of vacating the unit. Failure to do so will automatically result in a charge of one month’s additional rent.

Lessor may modify the terms and conditions of the lease, and/or of the rules and regulations applicable hereto (Exhibit “C”), effective at the end of the initial term or any successive term, by serving an appropriate notice on the Lessee, together with the tender of a revised lease or an addendum revising the existing lease. This notice and tender shall be delivered to the Lessee either by first-class mail, properly stamped and addressed, or hand delivered on the premises to an adult member of the household.

The date on which the notice shall be deemed to be received by the Lessee shall be the date on which the first class letter is mailed or the date on which the copy of the notice is delivered to the Premises. The notice must be received at least thirty (30) days prior to the last date on which

the Lessee has the right to terminate the tenancy without executing the revised lease. The notice shall advise the tenant that he may appeal modifications of the lease in accordance with USDA Rural Development tenant grievance and appeals procedure if the modifications will result in a denial, substantial reduction, or termination of benefits being received.

**22. Right to Place "For Rent" or "For Sale" Signs.** Lessee agrees that Lessor shall have the right to attach a "For Rent" card on the Premises and to show the Premises to any person desiring to rent at any time within three (3) months prior to the expiration of this Lease and to attach a "For Sale" card and show Premises to any person desiring to purchase at any time during the term of this Lease. Should the complex be sold then the lease will be transferred to the new owner.

**23. Abandonment.** Abandonment of the Premises shall constitute a default under this Lease. Lessor, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law. Lessee agrees abandonment of the Premises shall include, but is not limited to, any one of the following: the removal of personal property other than in the usual course of continuing occupancy; early move-out under any circumstance; the failure to pay rent or other charges; discontinuance of any utility service; and failure to respond to any notices, phone calls, or correspondence from Lessor. In the event Lessee anticipates being absent from the Premises in excess of fourteen (14) days, Lessee is required to give notice to Lessor. During any absence of Lessee in excess of fourteen (14) days, Lessor may enter the Premises at times reasonably necessary.

**24. Failure to Insist Upon Strict Performance.** The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred shall not be deemed a waiver of the right to enforce any of the terms hereof or of Lessor's rights or remedies hereunder or at law in general.

**25. Rules and Regulations.** Lessee agrees to observe the rules and regulations, attached hereto and made a part hereof by reference as Exhibit C, as if fully written herein, and as the same may be amended from time to time, and to cause the other occupants or guest, regardless of invitation, of the Premises, as permitted in Paragraph 2, to observe such Rules and Regulations and any later amendments thereto. Lessor reserves the right to modify and/or to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary or advisable from time to time to promote safety, care and cleanliness of the Premises or Complex and for the preservation of good order herein and the Lessee agrees to abide by such rules and regulations; provided all of the foregoing shall be in compliance with applicable USDA Rural Development rules and regulations.

**26. Lease Binding.** The parties agree that the words "Lessor" and "Lessee," wherever used in this Lease, including heirs, devisees, legatees, executors, administrators, legal representatives, successors or assigns of the Lessor and Lessee, respectively, as if each time fully expressed.

**27. Interpretation.** Captions and initial blocks are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**28. Protecting Tenants at Foreclosure.**

(a) Pursuant to the federal Protecting Tenants at Foreclosure Act of 2009, if the Complex is foreclosed upon, the immediate successor in interest to the Complex may terminate your tenancy only if such successor provides you with at least a 90-days notice prior to requiring you to vacate the Premises or in the case of a lease entered into before the foreclosure notice, until the end of the remaining term of this Lease, whichever is longer. Further, nothing under this paragraph or the Protecting Tenants at Foreclosure Act of 2009 affects the requirements for the termination of any Federal- or State-subsidized tenancy or of any State or Local law that provides longer time periods or additional protections for tenants.

(b) If the Premises is occupied by a recipient of assistance under Section 8(o) of the United States Housing Act of 1937, as amended, and if otherwise applicable, as required by the Protecting Tenants at Foreclosure Act of 2009, the immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and any housing assistance payment contract with the public housing agency with respect to the occupied unit. This paragraph 27 shall automatically be deleted from this Lease at such time as the Protecting Tenants at Foreclosure Act of 2009 is no longer in force and effect.

This Lease shall be governed by and construed in accordance with the laws of the State of Alabama. This Lease and its attachments represents the entire and inclusive agreement between the parties hereto.

Attachments to the Lease are as follows:

Exhibit A	Housing Allowance for Utilities and Services
Exhibit B	Tenant Certification
Exhibit C	Current Rules and Regulations
Exhibit D	Other Agreements
Exhibit E	Security Deposit Agreement
Exhibit F	Ineligibility Agreements
Other	<u>x</u> <u>Move-in Inspection</u>
—	_____
—	_____

If any unpaid balance is not paid by due date, Lessee hereby understands he would be in default of this lease agreement and termination proceedings may begin at any time thereafter.

**MONEY DUE BEFORE MOVE IN**

	CHARGES	PAID	OWED	BALANCE DUE BY
\$ _____ PER DAY X _____ DAYS	\$ _____	\$ _____	\$ _____	\$ _____

=				
FIRST MONTH'S RENT	\$ _____	\$ _____	\$ _____	\$ _____
SECURITY DEPOSIT	\$ _____	\$ _____	\$ _____	\$ _____
OTHER _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL				



IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Apartments

By: \_\_\_\_\_ L.S.  
"LESSOR"

**CAUTION- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT AND ALL EXHIBITS HERETO BEFORE YOU SIGN BELOW. BY SIGNING THIS BELOW YOU CERTIFY YOU HAVE THOROUGHLY READ THIS LEASE AND THE EXHIBITS ATTACHED HERETO AND THAT YOU FULLY UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS.**

\_\_\_\_\_  
"Lessee" L.S.

\_\_\_\_\_  
"Lessee" L.S.

\_\_\_\_\_  
"Lessee" L.S.

\_\_\_\_\_  
"Lessee" L.S.

## EXHIBIT C OF LEASE

### CURRENT RULES AND REGULATIONS

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1. Rent must be paid by check, money order or certified funds. Payment of the net monthly tenant contribution including occupancy surcharge (rental payments) is due in advance on the first day of each month. Payments must be received by the Management at \_\_\_\_\_ during posted office hours by the tenth of each month. In other words, there is ten (10) day grace period in which to make rent payments. If Lessee's payment is not received by the management within seven (7) days of receipt of written notice from Landlord stating that the Lease will terminate if the breach is not remedied, then the Lessee will be in default and will receive an immediate eviction notice. Acceptance of the payment by Lessor after the tenth day of the month does not relieve the Lessee from this lease violation. If the tenth falls on a weekend then payment will be accepted on the following Monday.
2. Rental Office Hours: \_\_\_\_\_.  
All business is transacted in the rental office. For emergencies occurring at any time other than normal office hours, contact \_\_\_\_\_ Phone No. \_\_\_\_\_. An actual emergency exists when immediate action is necessary to protect health or property. Only absolute emergencies will receive attention after office hours.
3. Outdoor cooking is not permitted under breezeways; walkways; any other covered area; or, on balconies and porches.
4. Rough, boisterous conduct is not permitted in or around the apartments. Stereos, T.V.'s, musical instruments, and radios are not to be played so loudly that it can be heard outside the unit.
5. If the complex contains a game room/social room, the use of the game room/social room shall be by appointment only, made no less than \_\_\_\_\_ hours in advance with the resident manager.
6. All curtains, draperies, blinds or sheers must have a white backing on the window side.
7. Littering of premises, grounds, parking areas and drives is prohibited.
8. Abandoned and/or inoperable vehicles are not allowed and will be towed off of the Complex area at the Lessee's expense. All vehicles must be currently licensed with a current inspection sticker, where applicable, and be in operable condition. No vehicles with broken windshields or flat tires will be allowed on premises. WASHING OR HOSING DOWN AUTOMOBILES OR OTHER TYPE VEHICLES IS PROHIBITED IN THE COMPLEX. All motor vehicles of residents and guests shall be parked in the areas provided, and the driveways and access ways shall be kept open and clear at all times. No motor vehicles shall be driven onto or parked on the sidewalks or grassed areas. Motor vehicles without mufflers will not be allowed on the premises. Motorcycles, scooter bikes, and bicycles shall be parked in assigned areas, and shall not be brought into or parked in breezeways, apartments, or on sidewalks. MOTOR VEHICLE REPAIRS, except for the changing of flat tires and other minor adjustments, ARE NOT PERMITTED ON THE PREMISES. No mechanical work on motor vehicles will be performed on the apartment grounds. Further, vehicles may not be placed on blocks or dismantled while on the apartment grounds. No trucks larger than 3/5 ton pick-ups are allowed in the parking lot except to move in or to move out. Management RESERVES THE RIGHT TO HAVE VEHICLES TOWED AWAY AT THE OWNER'S EXPENSE FOR FAILURE TO COMPLY WITH RULES RELATING TO VEHICLES HEREIN. THIS INCLUDES MOTOR VEHICLES OWNED BY YOUR GUEST.
9. A community facility map will be posted in the office for tenant's use, along with the community and public transportation schedules (where applicable and available).
10. Residents and their guests shall not play in public areas except in those designated recreational areas in accordance with the rules, regulations and times posted in said areas. No playing is permitted in breezeways, stairs, garbage collection areas or parking lot. Planted and landscaped areas shall not be walked upon nor used as play areas. Ball playing around or near the apartment buildings is not permitted. Toys of residents and their guests will not be left outside, in hall or on stairways. Bikes cannot be kept inside or on shrubbery. Residents shall be responsible for the conduct and actions of the other members of their household unit and their guests and will be held liable for any damage and enforcement of these rules and regulations.
11. No animals or pets shall be kept or harbored in the demised premises unless the same, in each instance, be expressly permitted in writing by the Lessor or Lessor's Agent and such consent, if given, shall be revocable at any time except as specifically mentioned in paragraph 3 of Lease "Use of Premises."
12. Late payment of rent is considered a material noncompliance with the Lease Agreement and may result in the early termination of or the refusal by the Landlord to renew the lease.
13. Requests for routine maintenance should be made to the rental office during rental office hours Monday through Friday.
14. Resident is furnished one door key at the time of occupancy and a charge of \$15.00 will be made for any key not personally returned to the management when an apartment is vacated. Alteration or replacement of the locks by the resident is not permitted. There is a service charge for letting residents into their apartments when they have been locked out. The cost is \$\_\_\_\_\_ during the weekdays (\_\_\_\_\_ a.m. - \_\_\_\_\_ p.m. ) and \$\_\_\_\_\_ after business hours, on weekends, and on holidays. This fee must be paid at time of occurrence. There is a charge for getting keys made to post office boxes. The charge will be the cost of re-keying plus \$\_\_\_\_\_.

## EXHIBIT C OF LEASE

### CURRENT RULES AND REGULATIONS

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15. Ninety (90) days prior to annual certification, the Landlord will notify Tenant that a current certification of income verification is required. Failure to comply will result in: (1) Rental Rate will be that of market rent; (2) Rent subsidy will be reassigned; and (3) Eviction proceedings may be started since no Tenant is eligible without a current tenant certification.
16. ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON THE GROUNDS OR ON/AND IN THE COMMON AREAS.
17. No mops, clothing, clothes lines, rugs or other items shall be hung outside of the premises (your apartment).
18. Driveways, parking areas (except for cars), sidewalks, entrances, walks, passageways, courts, stairways and breezeways must be kept clear at all times. Possessions of the Residents shall not be placed in or on common areas.
19. Subject to applicable law, Landlord may, at its option, terminate the Lease Agreement if any Tenant or household member or guests are found to be involved in any criminal or illegal activity.
20. Damages resulting from Tenant neglect and/or abuse, or that caused by Tenant's guests will be repaired by management at Tenant's sole cost and expense. Payment of such damages will be due and payable within thirty (30) days of each occurrence, unless otherwise agreed to by Landlord in writing and in advance.
21. If, at any time, Management finds that a Tenant or Tenant's guest is or has been using or is in possession of an illegal substance, Tenant's lease will be subject to Section 17 of the Lease. Any tenant admitting to or found guilty of the use of or possession of drugs or narcotics, or, in Landlord's sole determination, is using or is in possession of drugs or narcotics, will be compelled to vacate the premises and will be subject to termination of the Lease Agreement by management upon seven (7) days' notice.
22. The use of rifles, BB or pellet guns, slingshots, firecrackers or any comparable weapon or noisemaker on the premises is strictly prohibited.
23. Tenant will properly place garbage tied in plastic garbage bags in designated containers and in a sanitary manner. Tenant and Tenant's guests shall not throw trash in the yards. Dumpsters or cans are conveniently located throughout the complex. The lids to these Dumpsters or cans should be kept closed at all times.
24. Management elects to restrict overnight stays of out-of-town guests to no more than one week without the prior written approval of Management. Unusual circumstances such as family illness, etc., will be given consideration. Visitors (including relatives) are not permitted to remain overnight in the apartment on a regular basis. Prolonged use of premises by non-tenants (i.e., guest of Lessee) is prohibited. Any adult person(s) making reoccurring visits or one continuous visit of fourteen (14) days and nights in a forty-five day period without consent of the management will be required to provide proof of domicile. If proof of domicile cannot be confirmed or should the facts be sufficient to evidence domicile in the apartment unit, then the Lessor 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. Notwithstanding the above, any new household member must meet the complex tenant selection criteria.
25. Residents are responsible for the conduct of their guests in the apartments of outside the premises. YOUR CONSIDERATION FOR YOUR NEIGHBORS WILL RESULT IN THEIR CONSIDERATION FOR YOU. If it is necessary for the Police to answer any complaint at your apartment, you may be required to move. All guests are totally the responsibility of the resident and any violation of the rules or lease by a guest may cause the resident to have to move.
26. When hanging pictures, use either picture hangers or small nails. If stick-on-hangers are used, tenant will be charged for repairing walls. Installation of any type wall covering, wallpaper or tile is strictly prohibited unless paper and hanger are approved in writing in advance and then it is left in the unit when tenant moves. No painting or alterations, not limited to, but such as: blinds, ceiling fans, storm/screen doors, shall be permitted without the express written consent of the Lessor. Lessor will permit any reasonable modifications of the unit deemed necessary to ensure Lessee's enjoyment of the unit, but at the Lessee's expense. Lessee will be responsible to return the unit to the same condition as before modification(s) with the exception of normal wear and tear, at the cessation of this lease.
27. The Management desires to maintain the lawns in an attractive condition. The use of the lawns for play areas or as foot paths is strictly prohibited. Without prior written consent of management, planting of vegetables in flower beds is not allowed. Any tenant (adult or child) or guest of Tenant will be liable for damage to or destruction of shrubbery, trees, plants, etc., and may be assessed the costs of repair or replacement.
28. All necessary light bulbs for use in the apartment shall be furnished and installed by the Tenant with the exception of those required at the time of initial occupancy.
29. Tenants or their guests will not sit, loiter, play or congregate in the parking lot, breezeways, or stairs, not otherwise obstruct entrances. Exterior heating and cooling units shall not be used as seating or storage area.
30. Neither Tenants nor their families, visitors and/or guests will make or allow to be made any disturbing noises, etc., in the premises or in the complex. You agree not to make or permit to be made any disturbing noises, neither shall you commit or permit any act which will unreasonably interfere with the rights, comfort or convince of other tenants. It is specifically

## EXHIBIT C OF LEASE

### CURRENT RULES AND REGULATIONS

page 3

understood that noise which can be heard outside your apartment is too loud and is disturbing. KEEP IN MIND THAT APARTMENT LIVING IS DIFFERENT FROM PRIVATE DWELLING; ALTHOUGH ONE MUST EXPECT A CERTAIN AMOUNT OF NOISE, ONE MUST NOT INFRINGE ON A NEIGHBOR'S GOOD DISPOSITION. TENANTS IN UPSTAIRS SHOULD BE ESPECIALLY CONSIDERATE OF THEIR DOWNSTAIRS NEIGHBORS. TWO OR MORE CONFIRMED COMPLAINTS ABOUT A TENANT BY NEIGHBOR(S) MAY RESULT IN TERMINATION OF TENANCY.

31. If the Police, sheriff's department or other law enforcement officials are called out because of a disturbance as defined by paragraph 30, the Tenant or Tenants involved will be subject to automatic eviction, to the extent permitted by applicable law.
32. Automobiles of guests shall be parked in the off-street or guest parking areas designated by the Landlord. The parking of commercial vehicles anywhere on the property is prohibited.
33. The playground hours are \_\_\_\_\_ to \_\_\_\_\_. Children under the age of six (6) years must have adult supervision when using the playground and/or equipment. Tenants are responsible for the actions of other members of their household unit and their guests. The playground area has been designated as the official recreation area for the complex. Alcoholic beverages, drugs of any type, abusive language and/or loud music are prohibited on the playground or other common areas. Misusing and/or damaging the games and/or equipment will result in the loss of the use of the facilities. Management does not provide supervision and is not responsible for injuries sustained by persons using playground facilities.
34. Waterbeds are not permitted unless insurance is furnished by resident to management and separate written agreement is signed. (See exhibit D.)
35. Heat must be left on in winter months at 50 degrees or higher if resident is gone overnight when temperatures outside are near freezing. Failure to so will put the burden of cost to repair burst pipes and water damage on resident.
36. Yard sales are not permitted unless sponsored by the Complex.
37. The Lessor reserves the right to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary or advisable from time to time, and to promote the safety, care and cleanliness of the premises and for the preservation of good order herein. Lessor further reserves the right to alter, amend, or modify these rules and regulations, and also to promulgate new and additional rules. Modified, amended or new rules and regulations shall become a part hereof and shall have the same force and effect after a 30 day written notice from Lessor and be binding on the Lessee to the same extent as if incorporated herein at the time of execution of this lease contract between parties, subject to applicable law.
38. In order to determine compliance with Sections 8, 9, and 10 of the lease, Lessor will inspect the unit premises each \_\_\_\_\_ with a minimum of 48 hour advance written notice to be hand delivered to the Lessee or affixed to the unit entrance door.
39. All Lessee complaints must be in writing, and signed. Lessor will respond to these complaints in a timely manner.
40. Complex services and facilities are as follows: \_\_\_\_\_
41. A complex newsletter/other printed material is \_\_\_\_\_ is not \_\_\_\_\_ utilized at the property.
42. Lessor will make reasonable accommodations to persons who are handicapped or disabled.
43. Criminal activity by the Lessee, any member of the Lessee's household, a guest or another person under the Lessee's control that adversely affects the health or safety of any person, or the right of any other occupant to the quiet enjoyment of the Leased Premises or the Complex shall be grounds for immediate termination of the Lease Agreement by management and such persons shall be compelled to vacate the premises immediately.

**CAUTION- IT IS IMPORTANT THAT YOU HAVE THOROUGHLY READ THE ABOVE CURRENT RULES AND REGULATIONS. BY SIGNING THIS BELOW YOU CERTIFY YOU HAVE THOROUGHLY READ, FULLY UNDERSTAND, AND AGREE TO EACH AND ALL OF THE TERMS.**

IN WITNESS WHEREOF, the following parties have hereunto set their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
"Lessee" L.S.

\_\_\_\_\_  
"Lessee" L.S.

\_\_\_\_\_  
"Lessee" L.S.

\_\_\_\_\_  
"Lessee" L.S.

## EXHIBIT D OF LEASE

### OTHER AGREEMENTS

page 1

#### I. PERMISSION TO OBTAIN UTILITY INFORMATION FROM UTILITY PROVIDER

Residents of this complex are required by the Lease Agreement to pay utility costs. A utility allowance is in effect for this property. Non-subsidized tenants benefit from this allowance so long as giving all or part of the allowance does not bring the rental amount below the required minimum payment. Any subsidized tenant receives the full benefit of the allowance.

At least annually, per RHS 515 program requirements, an analysis of the utility cost must be completed to determine average utility usage and determine whether or not the current allowance figure is sufficient. The most accurate method of obtaining this information is directly from the utility provider. This Lease Attachment is considered a release form giving the utility company approval to release information needed and authorizes management to verify that utilities are paid as per the Lease Agreement.

As long as I/we am/are a resident in \_\_\_\_\_, I/we hereby give permission for release of my/our utility data as needed for my apartment at this complex. The utility company has my/our permission to release the requested information regarding utility use and/or payments during my tenancy in this complex to any representative of the apartment complex.

\_\_\_\_\_  
Date "Lessee"

\_\_\_\_\_  
Date "Lessee"

Apartment # \_\_\_\_\_

\_\_\_\_\_ Apartments

#### II. WATERBED AGREEMENT

Permission may be granted to have a WATERBED in Lessee's apartment, provided Lessee, prior to installation, supplies management company with a copy of Lessee's Certificate of Insurance. Lessee agrees to be liable for any damage to the property caused by the waterbed. **NO WATERBEDS ALLOWED IN AN UPSTAIRS AREA.**

\_\_\_\_\_ Does not apply \_\_\_\_\_ Applies (Check One)

\_\_\_\_\_  
Date "Lessee"

\_\_\_\_\_  
Date "Lessee"

LESSOR'S APPROVAL:

\_\_\_\_\_  
Date "Lessor"

## EXHIBIT D OF LEASE

### OTHER AGREEMENTS

page 2

### III. SMOKE DETECTORS

I/we hereby acknowledge that the smoke detector in my/our apartment does work and I/we have been provided printed information for proper testing and inspection of the unit. I/we understand that it is my/our duty to test the detector (once a month, if an electric smoke detector and once a week if battery operated detector). It is also my duty to call the management company and let them know if the detector is not working. Disconnection of the smoke detector shall be considered a substantial violation of the Lease.

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessee"

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessee"

LESSOR'S APPROVAL:

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessor"

### IV. EMERGENCY NOTIFICATION

All residents of \_\_\_\_\_ complex must sign this special Lease Supplement.

Name of person/agency to notify in case of an emergency:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone: \_\_\_\_\_

I/we hereby do \_\_\_\_\_ do not \_\_\_\_\_ authorize access to my apartment in case of emergency.

Name of person/agency to contact in case of death (if different from above):

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone: \_\_\_\_\_

I/we hereby do \_\_\_\_\_ do not \_\_\_\_\_ authorize access to my apartment in case of death.

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessee"

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessee"

## EXHIBIT E OF LEASE

### MOVE IN SECURITY DEPOSIT AGREEMENT

page 1

Complex Name: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_

City, State/Zip: \_\_\_\_\_

Received from: \_\_\_\_\_

(NOTE: THIS IS NOT A RENT RECEIPT.)

Required Security Deposit for Apartment: \$ \_\_\_\_\_

Deposit Paid in Full: = \_\_\_\_\_

Down Payment of: = \_\_\_\_\_

Balance of Deposit Due: \$ \_\_\_\_\_

Date Balance of Deposit Due: \_\_\_\_\_

If any unpaid balance is not paid by due date, Lessee hereby understands they would be in default of Lease Agreement and termination proceedings may begin at any time thereafter.

### REFUND OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of the lease has expired or lease provision Number 13 regarding termination of tenancy is fully satisfied and all Lease and Rules and Regulations conditions are met.
2. No damage to apartment beyond the normal wear and tear.
3. Entire apartment is left clean, as per management's instructions, including range, exhaust fan, bathroom, closets, cabinets, refrigerator (including defrosting), and other appliances. All debris, rubbish, and discards must be removed and placed in proper disposal containers.
4. No stickers, glue-on picture hangers, large scratches or holes in walls. (Allowance will be made for a few small nail holes.)
5. No noticeable indentations in resilient floor, broken tiles, or unclean carpet. The Tenant shall have the carpet cleaned by a professional carpet cleaning service.
6. No unpaid charges or delinquent rents.
7. All keys (including apartment, mailbox, and laundry if applicable) have been turned in to the Office.
8. Fire extinguisher, TV cable and components to antenna system are not to be removed from apartment.
9. Move out inspection must be completed with management and must be signed after all belongings have been removed and apartment is cleaned. If Lessee fails to perform move out inspection with management, then Lessee waives the right to dispute Lessor's written statement as to condition of the unit premises.
10. Your deposit refund will be mailed to you within 60 days after termination of the lease, subject to the terms of this Exhibit. If a partial refund is made, you will be furnished within said 60 days an itemized list of amounts withheld.
11. In the event applicant refused to execute the Lease Agreement and does not accept the apartment by (agreed move-in date) for any reason whatsoever, and whether or not the Lease Agreement has been executed, this deposit shall be forfeited as liquidated damages.
12. If management accepts a security deposit prior to application processing, then the above deposit will be refunded within 60 days if for any reason the application for rental is not approved.
13. On or before move out, a valid forwarding address must be left in writing with management.
14. NOTE: Management must be notified immediately about carpet stains, or any type damage to apartment (or furniture if apartment is rented furnished); immediate repairs or adjustments could avoid later misunderstandings.

I acknowledge I have read and understand the provisions of the above agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessee"

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessee"

LESSOR'S APPROVAL:

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Lessor"

## EXHIBIT F OF LEASE

### INELIGIBILITY AGREEMENTS

page 1

#### I. INCOME INELIGIBLE TENANTS

To protect the security interest of the Government, I/we \_\_\_\_\_  
\_\_\_\_\_ understand that this unit may be rented for one year after which this lease converts to a monthly Lease. The  
monthly Lease will require that this unit be vacated when an eligible prospective household is available. I/we will then be given 30 days notice to  
vacate.

I/we understand that this addendum is an attachment to the Lease and overrides the Lease term and Lease renewal term previously stated in this  
Lease.

_____ Date	_____ "Lessee"
_____ Date	_____ "Lessee"

LESSOR'S APPROVAL:

_____ Date	_____ "Lessor"
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#### II. OCCUPANCY INELIGIBLE TENANTS

To protect the security interest of the Government, I/we, \_\_\_\_\_  
\_\_\_\_\_, understand that I/we am/are renting this unit, # , as an occupancy ineligible household. I/we hereby agree  
to transfer to the first correctly-sized unit in the complex if and when it becomes available. Further, I/we agree to pay all the costs associated with the  
subsequent move.

I/we understand that this addendum is an attachment to the Lease and this Lease will transfer to the new unit if and when the transfer occurs.

_____ Date	_____ "Lessee"
_____ Date	_____ "Lessee"

LESSOR'S APPROVAL:

_____ Date	_____ "Lessor"
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#### III. OCCUPANCY OF SPECIFICALLY DESIGNED DISABILITY UNIT BY NON-QUALIFYING HOUSEHOLD

I/we, \_\_\_\_\_, hereby acknowledge that I/we will be occupying unit  
# \_\_\_\_\_ in \_\_\_\_\_ which is a specifically designed unit for someone with wheelchair accessibility  
needs or someone with similar needs. Because I/we currently do not have a specific need for this type unit, I/we understand should someone who  
does have a specific need for this unit be placed on the waiting list, I/we hereby agree to transfer, at my/our expense, to the first available vacated unit  
in order to make this unit available for the "needy" individual. Lessor shall provide Lessee written notification of the date by which they must move  
to such available vacated unit. Further, I/we hereby understand and agree that this Exhibit F becomes an enforceable attachment to my/our Lease  
dated \_\_\_\_\_, 20\_\_\_\_.

_____ Date	_____ "Lessee"
_____ Date	_____ "Lessee"

LESSOR'S APPROVAL:

_____	_____
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## EXHIBIT F OF LEASE

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### INELIGIBILITY AGREEMENTS

page 2

Date

“Lessor”

## LEASE RENEWAL/CHANGE AGREEMENT

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“Lessor”