



LEASE AGREEMENT

The entire lease agreement consists of nine (9) pages (plus addendums). Do not sign your name to this agreement until you have read and understand every term. If you have any questions about any terms, the manager will be happy to answer them.

This page is a summary of the lease agreement, provided for your convenience as a quick reference guide. As stated above, however, the entire lease agreement consists of nine (9) pages (plus addendums): this page followed by the “details of lease terms” on pages 2-9.

Apartment Community (Referred to as “Landlord” or “We” or “Us”): _____ and is the property manager (Referred to as “Agent” or “Manager” or “Management”). Any notice or service of process to be given to Landlord or Agent shall be delivered to the address listed below.

Address of Community: _____

Tenant Address: _____

Move-In Date: _____ Effective Date Lease: _____

Lease term: _____ months beginning on Effective Date and ending on: _____

Head of Household (Referred to as “Tenant” or “You”): _____ (See

General Restriction in paragraph 3 for list of all occupants legally allowed to reside in the Premises.)

Monthly Rent: \$ _____ Check made payable to: _____

Utilities and Services to be Paid by Landlord:

Electricity Gas Trash Water Sewer

NOTE: Landlord will only pay for those checked – otherwise, Tenant is responsible for connection and payment of ALL utilities.

Appliances Provided by Landlord:

Refrig. Stove Dishw. Dispos. Microw. W/D Other _____

NOTE: Landlord only provides those checked – otherwise, Tenant is responsible for appliances in accordance with this Lease.

Additional Fees/Deposits:

(A) Security Deposit (to be held in trust) \$ _____

(B) Pet Fee (if applicable) \$ _____

(C) Monthly Cable Fee (if applicable) \$ _____

PREMISES LEASED

(1) The agreed term of 1-year lease shall commence on the lease effective date and end at midnight on the lease end date. Tenant agrees to vacate the property on the ending date. Unit shall be left clean and sanitary, and in good condition, including but not limited to, free of Tenant’s personal property, garbage and other waste, prior to returning the keys to Landlord unless both parties agree to enter into a new lease agreement no less than 30 days from expiration of the lease. The initial lease term will end on the date stipulated on the initial lease.

RENTAL ADJUSTMENT

(2) Notwithstanding paragraph 1 of the lease, Tenant hereby agrees and acknowledges that the total rent established for the Premises is predicated on the current median income adjusted for family size as established by the U.S. Department of Housing and Urban Development and utility allowances as established by the local housing authority or provider of utilities. Accordingly, when and if the median income is adjusted by the U.S. Department of Housing and Urban Development or the utility allowances are adjusted by the local housing authority or provider of utilities, the total rent for the Premises may be adjusted regardless of the lease termination date and in accordance with local law.

GENERAL RESTRICTION

(3) The Tenant must live in the Premises and the Premises must be the Tenant's only place of residence. The Tenant shall use the Premises only as a private dwelling for himself/herself and only the individuals listed below.

Name	Relationship
	Head of Household

Furthermore, only the individuals listed above may use any facilities associated with the Premises without prior written consent by Landlord or Agent. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to sublet or assign the Premises, or any part of the Premises. Tenant shall not permit any roomer or boarder occupancy of any portion of the Premises. Any failure by Tenant to comply with the obligations in this paragraph is a material breach of this Agreement. The word "Tenant" refers collectively to all persons named above and signing this Agreement as Tenant. The liability of each such person shall be joint and several. Notice given by Landlord or Landlord's agent to any person named as Tenant, or by Tenant to Landlord or Landlord's agent, shall bind all persons signing this Agreement as Tenant.

STUDENTS

(4) A household is ineligible to participate in the LIHTC Program if all members of the household are full-time students, unless: (i) the household is comprised entirely of an individual who is a student receiving assistance under the Title IV of the Social Security Act, or who is enrolled in a job training program receiving assistance under the Job Training Partnership Act (or under similar Federal, State, or local laws); or (ii) the household is comprised entirely of full-time students but the members of the household are a single parent and his/her children and they are not dependents of another individual; or (iii) the household is comprised entirely of full-time student(s) who is (are) married and file(s) a joint return. If at any time Tenant's household is ineligible to participate in the LIHTC Program by virtue of this prohibition on full-time students, it will

constitute good cause to terminate this Agreement. Tenant shall notify Landlord immediately of any change in student status of any member of Tenant's household.

REGULARLY SCHEDULED INCOME RECERTIFICATION

(5) The Tenant understands that the monthly rent is less likely than is likely to be found in the open market place. This lower rent is available because the Premises were constructed pursuant to Section 42 of the Internal Revenue Code of 1986 as amended. Every year approximately 120 days before the anniversary date of Tenant move-in, the Landlord may request the Tenant to report the income (including a copy of the most recently filed federal income tax return) and composition of the Tenant's household and to supply any other information required or requested by the Landlord. If the Tenant does not submit the required information by the date specified in the Landlord's request, the Landlord may terminate this Agreement and the Tenant must vacate the Premises. Any failure by Tenant to comply with the obligations in this paragraph is a material breach of this Agreement.

INTERIM RECERTIFICATIONS

(6) (a) The Tenant agrees to advise the Landlord immediately (fifteen days) if any of the following changes occur. All changes should be reported by the fifteenth (15th) day of the month for the change to be effective the following month for a decrease in rent.

1. Any household member moves out of the unit.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
3. Any adult member of the household who reported any type of unearned income on the most recent certification or recertification has begun receiving any type of earned wage.

(b) The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.

(c) The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

LATE CHARGES

(7) RENT IS DUE ON THE FIRST DAY OF EACH MONTH. If Tenant does not pay rent on or before the first day of the month, rent is considered late. If Tenant fails to pay your rent by the 5th day of the month, the following will occur: (1) Tenant will be charged a late fee of _____ on the 6th day of the month; (2) Tenant will be required to pay the overdue rent and the late fee by money order or cashier's check – no personal checks; and (3) Landlord will have the right to terminate the lease and start eviction proceedings against Tenant. Landlord will file eviction with the Magistrate if Tenant does not pay rent and all balances in full by the 10th of the month or the 1st business day after the 10th. If Landlord chooses not to terminate the lease, Tenant will still be liable to pay the late fee. Tenant will be in breach of the lease until the overdue rent plus the late fee is paid in full. Partial payments will never be accepted.

RETURNED CHECKS

(8) To help Us defray the costs associated with a check that is not accepted by the bank on which it is drawn, Landlord reserves the right to charge a fee for each returned check – this fee will be equal to the fee charged by the bank. After one (1) bad check, Tenant will be required to pay rent by way of money order or cashier’s check. This policy applies to any check Tenant writes to Landlord – whether it is for rent, for any fee imposed under this lease, or for any other purpose, for the remainder of tenancy. Tenant will be assessed a late fee as mentioned in paragraph 6, in addition to the returned check fee for any returned checks for rental payments.

RIGHT OF OCCUPANCY

(9) Landlord will warrant and defend the Tenant in the enjoyment and peaceful possession of the Premises, during the term aforesaid, if the Tenant performs all and singular the covenants herein agreed to be performed by Tenant. Tenant agrees that the Premises are rented for residence purposes only and that the Premises will be occupied and used only by the persons indicated on the application of Tenant, and no one else not acceptable to Landlord shall be permitted to occupy or use the Premises.

CONDITION OF PREMISES

(10) Tenant hereby accepts the demised Premises in its present condition at the date of execution of this lease. Tenant shall keep the said Premises and the walls, ceilings, floors, woodwork, paint, wallpaper, plastering, plumbing, pipes, fixtures, globes and glassware, and appurtenances thereto in said Premises in a clean, slightly and healthy condition, all at Tenant’s own expense and shall deliver the same back to the Landlord upon vacating the Premises, whether such vacating shall occur by expiration of the lease or in any other manner whatsoever, in the same conditions of cleanliness, repair, and sightlines as the date of execution hereof, reasonable usage excepted or loss by fire excepted where caused without fault on the part of the Tenant. Tenant shall promptly notify Landlord of any damage, leaks, defects, or the need for any other repairs to the Premises. If Tenant breaches this obligation, Tenant shall be responsible for any further caused, cost incurred, as a result of Tenant’s breach of this obligation.

SECURITY DEPOSIT

(11) The Tenant has deposited with the Landlord a sum of \$_____ to guarantee the return of the Premises to Landlord at the termination of the lease in as good or better condition as accepted in paragraph 9 above, reasonable usage excepted, and to indemnify Landlord against damage or loss caused by Tenant’s tenancy. At the termination of this lease, the deposit will be returned to Tenant within thirty (30) days following the vacating of the Premises after deduction of any amount needed to cover replacement of keys, damage to Premises, unpaid utilities, unpaid rent, unpaid legal fees, cleaning or restoration of the Premises and any other amount due Landlord, provided, however, that Tenant has occupied the Premises for twelve (12) months, or more of the term of the lease, and Tenant provided and fulfilled a written 30-day Notice to Vacate to Landlord. Tenant may not use security deposit as Tenant’s payment of the last monthly rent due under this Agreement. **Upon termination, Tenant MUST provide Landlord with a forwarding address** so that Landlord may mail Tenant’s security deposit refund or itemized balance statement. If Landlord retains any or all of the security deposit for any of the above reasons, Landlord will notify Tenant in writing and provide an itemized accounting.

TERMINATION OF TENANCY

(12) Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein provided.

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, Tenant will automatically forfeit their deposit.

Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement.

- b. The Landlord may terminate this Agreement for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of drug interferes with the health, safety, or right to peaceful enjoyment of the premises other Tenants;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants (including property management staff residing on the premises); or
 - b. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
 8. if the tenant is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one of more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State Law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for the "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be

given in accordance with any time frames set forth in State and local law. All termination notices must:

- specify the date this Agreement will be terminated; and
 - state the grounds for termination with enough detail for the Tenant to prepare a defense.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

ENTRY AND INSPECTION BY LANDLORD

(13) Tenant shall not unreasonably withhold consent for Landlord or Agent to enter the Premises in order to inspect, make repairs, alterations, supply services, or to exhibit the property to an interested party (for example, prospective tenant). Further, Landlord may enter the Premises without Tenant permission in certain circumstances: (1) in case of emergency (for example, if property is in danger of immediate damage); (2) between 9 a.m. and 5 p.m. to provide periodic services (for example, pest treatment); (3) between 8 a.m. and 8 p.m. to provide services requested by Tenant; and (4) if Tenant surrenders or abandons the property. In any case of entering without Tenant consent, Landlord will knock and announce our intent to enter. Further, except in cases of emergency, Landlord will provide Tenant at least 24 hours' notice before entering.

LIABILITY

(14) Tenant releases and relieves Landlord from any and all liability to Tenant or Tenant's agents, employees, guest, invites or members of their families, from any loss, damage or injury to their property or person in the Premises or on the grounds of which the Premises are a part, occurring by, through or in connection with theft, burglary, assault, insect and / or vermin infestation or any other act, or from fire, heat or cold, or from water, rain, snow or other substance which may leak into or drop or issue of flow from any part of said building or from the pipes or plumbing or wiring of said building or from any other place on said Premises or arising from any other cause whatever. Landlord may provide extermination service to the Premises and may at times provide a watchman or guard, particularly during periods of construction, but Landlord shall have no liability to Tenant or Tenant's agents, employees, guests, invites or members of their families by reason of discontinuance of such service, failure to provide such service or the manner in which the service is performed. Tenant agrees to protect, indemnify and save harmless the Landlord and its Agent from all losses, costs or damages sustained by reason of any act or other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the demised Premises or any part thereof by the Tenant.

RULES AND REGULATIONS

(15) Tenant agrees to abide by and observe such Rules and Regulations that are made a part of this lease attached hereto. Failure to keep and observe the rules will constitute a breach of contract of the terms of this lease in the same manner as if the said rules were contained herein as covenants, and a failure to observe the same shall be of the same effect. Tenants shall keep and observe such further reasonable rules and regulation as may later be required by Landlord which may be necessary for the proper and orderly care of the building of which the Premises are a part. The Tenant also agrees not to sublet the Premises or assign this Agreement, or any part thereof; use the Premises for unlawful purposes; engage in or permit unlawful activities, including drug related criminal activity, in the unit, or on or around the Premises; have pets or animals of any kind in the Premises; make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or any musical instrument at a level which will not disturb the neighbors. The hours between 10:00 P.M. and 8:00 A.M. are, for most households, a "Quiet Time;" every effort should be directed to honor the rights of other tenants to the quiet and peaceful enjoyment of their residence during all hours, but especially during these hours.

UTILITIES

(16) Tenant agrees to secure and maintain all utilities not checked on page 1 of this agreement. Tenant responsibilities include (a) having those utilities put in Tenant name at the time of move in and ensuring that they are turned on at all times; (b) paying the bills; and (c) having them taken out of Tenant name upon termination of the lease. Any utilities which are turned off for 24 hours or more will result in termination of the Lease Agreement.

VACATING PREMISES

(17) Upon the termination of the lease, Tenant shall yield immediate possession to Landlord and return the keys for said Premises to Landlord or Landlord's Agent and upon failing to do so Tenant shall pay for liquidated damage therefore, a sum equal to the pro-rated rent for each day such keys are not returned. The acceptance of such liquidated damages by Landlord shall not constitute a waiver by the Landlord or the Landlord's rights of re-entering said Premises as provided for elsewhere in the lease, nor shall any act of apparent affirmance of residency operate as a waiver of the right to terminate the lease. Tenant shall pay all utility bills due and discontinue service at the end of tenancy. Tenant agrees to remove all personal property, clean the Premises, and return the property in the condition it was received - with the exception of normal wear and tear. Tenant agrees to fasten and lock all doors and windows when vacating the Premises. Tenant agrees to notify Landlord of a forwarding address.

PETS

(18) Pets may be kept on the premises only in accordance with the Pet addendum attached hereto and incorporated herein.

POSSESSION

(19) If the Premises or any portion thereof, are not ready for use or for occupancy upon the date agreed or specified in this lease, for any reason whatsoever, the Tenant shall not have cause to terminate this lease or for any damage, except a proportionate reduction of rental for the period the Premises are unusable. The proportionate reduction shall be based upon the monthly rental in effect at the time such controversy takes place. Tenant agrees not to hold Agent responsible for any representations made by the Landlord to the Tenant.

PERSONAL PROPERTY

(20) In the event Tenant fails to remove all his personal property from the Premises upon the termination of the lease or vacation of the Premises, Landlord may at its option, remove all or any part of said property in any manner Landlord may choose and store the same without liability to Tenant for loss or damage and Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of such property. Upon any termination of the lease, Landlord shall have a lien upon the personal property and effects of Tenant in said Premises and Landlord may have the option without notice to sell at private and public sale all or any part of said property and effects for such price as Landlord may deem best and apply the proceeds of such sale upon any amounts due under the lease from Tenant to Landlord including the expenses of the removal and the sale.

APPLICATION

(21) Tenant understands and agrees that Landlord has tendered this lease to Tenant on the basis of the representation contained in the Tenant's application submitted to Landlord for the purpose of inducing Landlord to enter into a lease with Tenant. Tenant further understands and agrees, that in the event any of the representations contained in the application shall be found by Landlord to be misleading, incorrect or untrue, Landlord shall have the right to cancel this lease and or after serving three day notice, repossess the

Premises by forcible entry and detainer or other lawful means. Should Tenant refuse surrender of the Premises after the third day, permission for such forcible entry and detainer is given by Tenant.

RESTRICTIONS ON ALTERATIONS

(22) The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission: (a) change or remove any part of the appliances, fixtures or equipment in the Premises; (b) paint or install wallpaper or contact paper in the Premises; (c) attach awnings or window guards in the Premises; (d) attach or place any fixtures, signs, or fences on the building(s); (e) attach any screen doors, or other permanent improvements to the Premises; (f) install washing machines, dryers, fans, heaters or air conditioners in the Premises. Tenant shall make no alterations or additions without written consent of Landlord or its Agent. If permission is granted, such alteration will be done at Tenant expense, in a workmanlike manner, and with materials and/or by contractors approved by Landlord. All such alterations or additions shall remain for the benefit of the Landlord. Anything that Tenant installs on the Premises that cannot be removed without causing damage to the Premises shall be considered a fixture, and shall become part of the Premises. Anything that Landlord installs on the Premises shall become part of the Premises and shall not be removed.

INSURANCE AND HAZARDS

(23) Any insurance policies obtained by the Landlord shall protect only the Premises, and shall not protect any personal property, possessions, or liabilities of Tenant. Tenant is encouraged to obtain separate coverage for personal property and any liability. Tenant and members of Tenant's household shall not undertake, or permit their guests to undertake, on or about the Premises any hazardous act that will increase the Landlord's insurance premiums for the Premises.

DESTRUCTION OF PREMISES BY FIRE OR NATURAL

(24) If the Premises are damaged by fire for which the Tenant is not responsible or by any natural cause such as wind or rain, and if the extent of the damage makes the Premises uninhabitable, Tenant's obligation to pay rent for the Premises is immediately suspended. In such circumstances, if the Premises can reasonable be repaired; Landlord shall offer to Tenant the opportunity to move back to the Premises under this Agreement as soon as Landlord has made the repairs necessary to make the Premises habitable; and, if Tenant accepts the offer, Tenant's obligation to pay rent for the Premises will begin again at the time that Tenant moves back to the Premises. In such circumstances, if the Premises cannot reasonably be repaired, this Agreement shall terminate on the date that the Premises become uninhabitable.

WAIVER

(25) Landlord's failure to terminate this Agreement upon any breach by Tenant shall not constitute a waiver of any right under this Agreement, and shall not bar termination for any breach of this Agreement. Landlord's failure to terminate this Agreement for any breach by Tenant shall not operate as a modification of this Agreement.

COMMON AREAS

(26) The common area facilities of the property such as the swimming pool, fitness facility, clubhouse, laundry facility, and/or business center, if any, may be used by Tenant subject to the rules posted. Use of common areas is at Tenant's own risk. Tenant agrees to indemnify Landlord and Agents from liability. Parking is provided in the designated parking areas only for the vehicles which belong to Tenant. Any vehicle parked by Tenant or guest of Tenant which becomes a nuisance may be towed a vehicle owner's expense.



ENTIRE AGREEMENT MODIFICATION

(27) This writing and other writings incorporated herein shall constitute the entire Agreement between Landlord and Tenant relative to this tenancy. This Agreement may only be modified in writing signed by both parties.

SEVERABILITY

(28) All of the covenants and conditions of this Agreement are severable. Invalidity or unenforceability of any provision of this Agreement shall not affect the validity of the rest of this Agreement.

The following addenda are attached and included herein as if incorporated into this Lease Agreement.

Tax Credit Addendum
Public Housing Addendum
Project Based Voucher Tenancy Addendum
RAD Lease Addendum
VAWA Lease Addendum
Bed Bug Addendum
Mold Lease Addendum
Smoke Free Addendum

Section 42 Lease Rider Addendum
Smoke Detector Addendum
Sub-Metering Addendum
Rent Collection Policy
Crime Free Addendum
Parking Addendum
Community Rules Addendum
Other:

BY SIGNING BELOW, TENANT(S) ACKNOWLEDGE(S) THE FOLLOWING:

1. I/WE AGREE THAT I/WE HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT.
2. I/WE AGREE THAT A CHANCE WAS GIVEN TO ASK QUESTIONS ABOUT THIS AGREEMENT.
3. I/WE AGREE TO EVERY PROVISION IN THIS AGREEMENT.

TENANT(S):

Signature(s): _____

Print Name(s): _____

Date: _____

LANDLORD:

Signature: _____

Date: _____