
1. Description of the Parties and Premises

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of Henry County, (called "HAHC") and the tenant named in Page one of this Lease (called "Resident, Resident's Household, or Resident Family"). HAHC, relying upon data provided by the Resident about income, family composition, and housing needs, leases to the Resident, the property (called "Premises, Dwelling Unit or Unit") described in Page one of this Lease Agreement, subject to the terms and conditions contained in this Lease.

2. Lease Term

Unless otherwise modified or terminated in accordance with paragraphs 15 and 16, this Lease shall automatically be renewed for successive month to month terms.

3. Rent

The Rent amount is stated in Page one of this Lease. The amount of the Rent shall be determined by HAHC in compliance with the most recent HUD regulations and in accordance with the HAHC Admissions and Occupancy Policy.

A. Payment Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the 5th calendar day of the month. Rent shall include all maintenance services due to negligence and abuse, charges for insufficient funds, late fees and other charges.

B. Payment Location Rent and other charges can be paid at locations specified on Page one of this Lease, or at either of our main offices. The HAHC will not accept cash for Rent payments or payments of other charges. You may also sign up to have your rent taken out of your bank account automatically each month. This withdrawal will not happen until after the 5th of each month.

C. Notice of Rent Adjustment When the HAHC makes any change in the amount of the Rent, the HAHC shall give written notice to the Resident. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are potential adverse actions and are subject to the Administrative Grievance Procedure. The notice shall also state that the Resident may ask for an explanation of how the amount is computed by HAHC. If Resident asks for an explanation, the HAHC shall respond within 10 working days either verbally, or in writing, as requested by the resident.

D. Minimum Rent Families who report zero income are required to complete a written certification every 3 months. If unable to pay minimum rent, you may want to inquire about a financial hardship.

4. Security Deposit

A. Amount of Security Deposit The Resident agrees to pay the greater of \$100.00 or one month's Rent (Total Tenant Payment) for a Security Deposit, but in no event shall the amount be in excess of \$200.00. The dollar amount of the

security deposit is noted on Page one of this Lease. Security deposits shall not be increased if Rent increases.

B. The HAHC shall deposit the Security Deposit in an interest bearing account and credit the Resident's account upon move-out at the rate determined by State law.

C. The Security Deposit may not be used to pay Rent or other charges while the Resident occupies the Dwelling Unit.

D. The Security Deposit with interest will be returned to the Resident within 30 days after the Resident moves out, provided:

1. All Rents, charges and other monetary obligations of the Resident under this Lease are paid in full;

2. There is no damage to the unit, its equipment, or areas under the Resident's control beyond that due to normal wear and tear;

3. The Resident has furnished the HAHC with a forwarding address;

4. The keys to the unit are returned to the administration or site office on the date of move-out. (If keys are not returned at move-out Resident's Security Deposit will be charged for a new lock.);

5. The HAHC will deduct from the Security Deposit the cost of any Rent or any other charges owed by the Resident at the termination of this Lease; and the cost of repairing any intentional or negligent damages to the Dwelling Unit caused by Resident, household members, or guests;

6. If deductions are made, the HAHC will provide the Resident with a written statement of costs or damages and any other charges deducted from the Security Deposit.

5. Charges In Addition to Rent

A. In addition to Rent, the Resident is responsible for the payment of other charges specified in this Lease.

Other charges can include but are not limited to:

1. Late Charge If Rent is not paid by the fifth (5th) day of each month, the HAHC will charge the Resident a late fee of TWENTY DOLLARS (\$20.00). A late fee will be applied every time the rent is payed past the 5th of the month (or the first business day following the 5th of the month).

2. Returned Check Fee In addition to the Rent due and any applicable late fee, the Resident shall be charged a Returned Check Fee of TWENTY FIVE DOLLARS (\$25.00) for any check submitted by the Resident that is returned by the payor's financial institution. The Returned Check Fee, the Late Fee, and the Rent originally due, must be paid by money order or cashier's check within 14 days after the Resident receives

the returned check notice. The Resident will be required to make subsequent payments by money order or cashiers check.

3. Resident-Paid Utilities Resident agrees not to waste utilities provided by the HAHC and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. If the premises are individually metered for utilities, Residents shall make payments to the utility supplier and the Rent owed to HAHC shall be reduced by the amount of a Utility Allowance. Allowances will be set by the HAHC as appropriate for the size and type of premises.

- a) The HAHC may change the Allowance at any time during the term of the Lease, and shall give Residents 30 days written notice of the revised Allowance along with any resultant changes in the Rent or Utility Reimbursement. The new Utility Allowances are effective each January and will be applied at the next interim or annual reexamination or transfer for current tenants.
- b) If the Utility Allowance exceeds the monthly Rent due, HAHC will make a utility reimbursement to the utility supplier.
- c) Should the Resident desire air conditioning at the sites where the HAHC pays the utilities, the Resident will be charged to cover the cost of air conditioning. A list of charges is available upon request.
- d) Resident agrees that the HAHC is authorized to obtain records of the Resident's utility consumption and related charges and billing data from utility suppliers.
- e) Failure to obtain utility services in the tenants name or failure to keep utility service will be grounds for eviction.

4. HAHC Supplied Utilities HAHC supplied Utilities are indicated on Page one of this Lease. HAHC shall provide water, gas, and/or electricity for the provision of heat, hot running water, and lighting except at individually metered premises. Reasonable accommodation for excess usage may be requested for verified medical appliances prescribed by medical personnel.

5. Maintenance Charges Resident will be charged for services or repairs due to intentional or negligent damage to the Dwelling Unit, common areas, or grounds beyond normal wear and tear, caused by Resident, household members, or by guests. When the HAHC determines that needed maintenance is caused by Resident damage, neglect, or carelessness, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance charges posted by the HAHC or based on the actual cost to HAHC for the labor and materials needed to complete the work.

6. Common Area Maintenance Residents will be responsible for common area maintenance where maintenance is assigned to the Resident. If the Resident fails to perform the maintenance and the services must be performed by HAHC staff, the Resident will be given one warning notice and the opportunity to correct the deficiency. If the Resident fails to perform the maintenance, the Resident will be charged the HAHC's cost to perform the maintenance.

7. Charges and Rent from Prior Leases If this Lease is an extension of occupancy by the Resident's household under a prior lease or leases with the HAHC, any amounts due under the prior lease or leases may be charged and collected as if the same had occurred hereunder. Failure to keep any prior or current charges paid, may result in the start of the eviction process.

8. Charges for Court Costs, Attorneys Fees and Eviction Expenses If the HAHC is required to enforce this Lease or to recover possession of the Dwelling Unit, the Resident shall be responsible for all court costs, attorney's fees, and expenses incurred by the HAHC if the HAHC prevails in its efforts. No attorney's fees or costs will be due from the Resident if the dispute is resolved in favor of the Resident. Any renewed tenancy with the HAHC by the Resident shall be conditioned on first paying all amounts due and owing the HAHC.

B. Notice of Additional Charges HAHC shall provide a written notice of the amount of any new charge in addition to Rent, and when the charge is due. The charge will be noted on the next month's Rent statement, and the notice of charge shall advise the Resident that he/she has the right to an explanation of the charge and that disputes concerning charges in addition to Rent may be resolved through the grievance process.

6. Re-determination of Rent, Dwelling Size, and Eligibility

A. The Rent amount as fixed in Page one of this Lease Agreement is due each month until changed by either an annual or an interim re-determination as described below. In no case shall Rent be above the ceiling Rent established by HAHC for a particular bedroom size. Ceiling Rent is applied before any utility deductions are given. Re-determinations will be used to establish whether the Rent should be changed, the Dwelling Unit size is appropriate and whether the Resident is still eligible for low-income housing.

B. Annual Re-determination The components of the mandatory annual re-determination are as follows:

1. Decisions made by the HAHC after the reexamination will be in accordance with the Admissions and Occupancy Policy, publicly posted in the management offices and at each site.
2. When requested, Resident must supply the HAHC with accurate information about family composition, citizenship status, age of family members, income and source of income of all family members, assets, and related information.
3. All information must be verified. Resident agrees to comply with HAHC requests for verification by presenting documents for review, providing other suitable forms of verification, or by signing releases for third-party sources. The HAHC will make use of an internet-based income verification system supported by HUD, which will provide information supplied by employers, the Social Security Administration, and unemployment agencies.
4. The HAHC shall give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section.
5. Resident will be advised of decisions made by the HAHC after the reexamination in accordance with the notice requirements of this Lease.
6. Failure to comply with the Annual Re-determination of Rent Procedures including supplying information when requested by the HAHC is a material violation of this Lease and may be cause for eviction.
7. Should the Resident take work to obtain the deferral of income and quit work to avoid being employed at the next regular reexamination he/she will be considered as misrepresenting the facts and subject to retroactive increases as described above. Third-party verification of the reason for termination (seasonal work, part-time employment of a cyclical nature) must be provided to the HAHC on request.
8. Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request an interim re-determination and select the income-based method at any time if income has decreased or deductible expenses have increased.
9. The Earned Income Disallowance policy shall be applied to qualified Residents during annual and interim rent adjustments.

C. Interim Re-determination

1. Between annual reexaminations: All Residents must report to the Administration Office within 10 days any of the following changes:
 - a. A member has been added to the family through birth, adoption, or court-awarded custody.
 - b. Any addition to the household (ie, family member, significant

other, etc.)

c. A household member is leaving or has left the family.

2. Between annual reexaminations: Residents who have selected to pay income-based rent must report within 10 days any of the following changes:

- a. Any increase in income, including TANF benefits.
- b. Any decrease of allowable expenses.

3. In addition, Residents paying income-based rent may report the following activities that occur between Annual Rent Recertifications:

- a. Any decrease in income, including TANF benefits.
- b. Any increase of allowable expenses.

D. Other Events Causing a Change in Rent Between annual reexaminations, Rent will also change when Rent formulas or procedures are changed by Federal law or regulation or changes in HAHC procedures or rules.

E. Notice and Effective Date of Rent Adjustment

1. Thirty days notice will be given in writing of any Rent adjustment. An increase in Rent shall be effective on the first day of the full month following the re-determination and the thirty-day notice.

2. In the case of a Rent decrease, the adjustment will become effective on the first day of the month following the reported and verified change in circumstances, provided the Resident reported the change in a timely manner, as specified above.

3. In the case of a Rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the HAHC shall apply the increase in Rent retroactive to the first of the month following the month in which the misrepresentation occurred.

F. Income Changes Resulting From Welfare Program Requirements

The HAHC will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- fraud; or
- failure to participate in an economic self-sufficiency program; and/or
- noncompliance with a work activities requirement

However, the HAHC will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

7. Changes, Additions or Substitutions of Resident or Resident's Household or Resident's Family

A. Additions Additions to the Resident's Household or Resident's Household named on Page one of the Lease, including Live-in Care Attendants, foster children, children in kinship care, and any other child or adult (but excluding births or adoptions during tenancy) require the prior written approval of HAHC. Such approval will be granted only if new family members, age 18 and older, meet the HAHC's applicant screening criteria (as outlined in the Admissions & Occupancy Policies), and the Dwelling Unit is of the appropriate size or a Dwelling Unit of the appropriate size is available. Resident must wait for the HAHC's approval before allowing additional persons to move into the Dwelling Unit. Failure on the part of the Resident to comply with this provision is a material violation of the material terms of the Lease.

B. Departure of Household Member Removal (for any reason) of household members named on the Lease shall be reported by Resident to HAHC in writing, within 10 days of the occurrence.

C. Remaining Family Members After the departure or death of the Resident, continued occupancy by remaining members of the Resident's household is permissible only if there are one or more family members remaining on the Lease who have been on the lease for at least 6 months prior to the head of household vacating. The remaining family members must execute a new Lease within 30 calendar days of the Resident's departure subject to HAHC approval. In the event there are no qualifying family members on the Lease, the remaining occupancy shall be deemed to be trespassers regardless of any family relationship.

D. Remaining Family Members and Tenancy Related Debts Remaining members age 18 and older will be responsible for unpaid debts incurred by a former head or spouse, the HAHC will not hold a remaining family member responsible for any portion of the unpaid debts that occurred prior to the remaining member attaining 18 years of age. The HAHC retains the option to forgive the debt taking into consideration all the circumstances surrounding the change in household membership.

E. New Head of Household The HAHC may permit an adult who has been a member of the household for at least 6 months to join the household as a new head of household. In exceptional cases, approval may be given for a new head of household not meeting the above mentioned 6 month requirement. The HAHC will consider whether there is any remaining member capable of executing a lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet the HAHC's applicant screening criteria. A new head of household added to the Lease under the above paragraph will not be charged for any arrearage incurred by the former head of household, unless the new head of household has some responsibility for the debt owed. (E.g. Rent not paid by the former head of household because the new head of household failed to pay child support).

F. Signing of Lease by Resident's Family or Members of Resident's Household This Lease shall be signed by all other adult members of the household accepted as the Resident family by HAHC. Adults include all emancipated individuals and persons 18 years and older. If more than one person signs the Lease, the agreements of the Resident shall be joint and several obligations of all such persons and references to Resident shall include all such persons.

8. Use of Premises

A. The Dwelling Unit must be used only as a private residence, solely for the Resident and members of the household named on Page one of the Lease including reasonable accommodation of their guests.

B. HAHC Supplied Appliances HAHC will provide an operating cooking range and refrigerator in the Dwelling Unit. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of HAHC. Washers and dryers are not permitted in Fairview Apartments or hi-rises unless Resident obtains specific written approval from HAHC or were leased before September 1, 2002 with appliances in place. Washers and dryers are only permitted in Lakeland Terrace units where hookups are provided.

Dishwashers, portable or otherwise, are NOT allowed in any of the projects owned or managed by HAHC.

C. Visitors Resident shall have the right to accommodate guests or visitors for a period not exceeding 14 days in one year, per individual. The HAHC must be notified of any guests who intend to stay in the Dwelling Unit as required by the HAHC guest pass policy. Visitors remaining on HAHC property without proper approval shall be considered trespassers and the head of the household shall be guilty of a Lease violation unless management agrees to an extension of the guest pass beyond 14 days because of exceptional circumstances. In cases of a documented medical emergency, permission may be granted, upon written request to the

Administration Office, for an extension of the visiting period. A copy of the guest-pass policy is available at either the administration office.

D. Care Attendants Persons providing child or adult care services, medical, or hospice services in the Dwelling Unit must register with the Administration Office as a care attendant. Legitimate and properly registered care attendants are not subject to visitor and guest restrictions.

E. Foster Children Prior permission must be obtained before adding foster children to the Resident's Household.

F. Live in Aide *Prior permission must be obtained before moving in the live-in aide. A live-in aide resides with an elderly or disabled person or family and who:*

1. Is determined to be essential to the care and well-being of the person;
2. Is not obligated for the support of the person
3. Would not be living in the unit except to provide the necessary supportive services

F. Incidental Profit-Making Activities HAHC may, by prior written approval, consent to Resident's use of the unit for legal profit-making activities incidental to the primary use of the Dwelling Unit and subject to HAHC's policy on such activities. Incidental profit-making activities must comply with the City's licensing and zoning requirements, health and sanitary codes. Retail activities are prohibited as are any business activities that overburden the Dwelling Unit, building structure, utilities or utility, water and waste water systems.

G. Injuries and Damage HAHC shall not be liable for any injuries, or property damage sustained on any premises leased or assigned to the Resident except for injuries or property damage resulting from intentional or negligent action or omissions on the part of HAHC, HAHC representatives or agents. All accidents involving injury or property damage are to be reported to the HAHC within 5 days of the incident.

H. Regardless of any other provision of this lease and regardless of any policy(s) of insurance insuring the property for any loss, in the event of any loss or damage to the property, including but not limited to fire loss, caused by the intentional or negligent acts of the tenant or the resident's family or guests it is the express intent of the parties to this lease that the tenant shall remain fully liable for any such loss or damage.

9. Resident's Obligations Residents shall:

A. Not assign the Lease, nor sublease the Dwelling Unit.

B. Comply with all of the rules, regulations, terms and conditions and policies set forth in the Resident Handbook, Admission and Occupancy Policy, Guest Pass Policy and Bar Policy, each of which is incorporated into and are a part of this Lease and also abide by other necessary and reasonable regulations established by the HAHC for the benefit and well-being of the community and Residents and which will be available in the administration office. Any violation of

the rules, regulations and policies also constitutes a violation of this Lease and can be grounds for eviction.

Residents must not engage in or permit unlawful activities in the unit, in the common areas, or on or off the property grounds. Resident can be evicted depending on the seriousness of the crime.

Please Note: Any violation of this lease or any rules of the HAHC by a minor member of the household may lead to the head of household receiving an infraction or eviction for the minor's action.

C. Abide by the no smoking policy. There shall be no smoking in the apartments, common areas, or any other area of the property, except for outside the unit (at least 25 feet from any window or door of the building in the hi-rises). Smoking in any apartment will constitute a violation of this lease. Electronic cigarettes are allowed in resident apartments.

D. Not give accommodation to boarders or lodgers, and shall notify the manager prior to a guest's arrival or by 10 p.m. of the first day of the guest's arrival and comply with the provisions in paragraph 8 of this Lease on length of stay. Violators are subject to adverse actions (infractions or eviction).

E. Comply with the requirements of applicable City building, fire codes, or housing codes, materially affecting the health and/or safety of the Resident, Resident's household, other residents, or HAHC staff, and use reasonable care to keep the Dwelling Unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.

F. Keep the Dwelling Unit, and other such areas as may be assigned to the Resident for his/her exclusive use, in a clean and safe condition. This Includes keeping front and rear entrances and walk-ways for the exclusive use of Resident, free from snow, ice, debris, litter, animal waste and trash.

G. Dispose of all ashes, garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner only in containers approved by the HAHC, and refrain from, and cause members of Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.

H. Use only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, other facilities, and equipment including elevators.

I. Refrain from, and to cause other household members and guests to refrain from destroying, defacing, damaging, or removing any part of Dwelling Unit or property (including lawn or landscaping).

J. Pay reasonable charges (other than for wear and tear) for the repair of damages to the Dwelling Unit, buildings, facilities, or common areas caused by Resident, household members, or guests.

K. Act, and cause household members or guests to act in a manner that will:

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1. Not disturb other residents' peaceful enjoyment of their accommodations;
 2. Be conducive to maintaining all HAHC properties in a decent, safe, and sanitary condition.

K. Use the apartment as the primary residence.

L. Take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises, and to refrain from disabling smoke or carbon monoxide detectors. Disabling a smoke or carbon monoxide detector may result in a fine.

M. Refrain from and cause others to refrain from playing with fire alarms or causing a false alarm. Turning in a false alarm is a material breach of this Lease.

N. Refrain from and cause others to refrain from playing on the elevator or misusing elevator equipment.

O. Not prop open fire and entry doors and use fire doors only when exiting from the building during an emergency or when specifically permitted by the Manager for move-in or move-out. Tampering with a fire door is a material breach of this Lease. Apartment doors should not be propped open.

P. Not obstruct sidewalks, areaways, galleries, passages, elevators, or stairs, and shall not use these for purposes other than going in and out of the Dwelling Unit. A blocked egress may result in a fine.

Q. Refrain from erecting or hanging radio or television antennas on or from any part of the Dwelling Unit. In the event that cable is installed, cable wiring must be installed by the cable company. Prior to contacting a satellite dish company, you must have permission from the HAHC. The satellite dish policy must be followed if the dish and other equipment will be allowed.

R. Not place signs of any type in or about the common spaces except those approved by HAHC.

S. Abide by the provisions of the pet policy. All pets must be approved prior to bringing the pet onto the property. No visiting pets are allowed on the property (this includes no "pet sitting").

T. Remove from HAHC property any vehicles without valid registration stickers. Residents shall not park any vehicles in any right-of-way or Fire lane or other HAHC property not for parking. Residents shall operate vehicles only on established streets, and parking lots. Any inoperable, unlicensed or improperly parked vehicle will be removed from HAHC property at Resident's expense. Automobile repairs are not permitted on HAHC property. Residents, or their guests, are not permitted to park or drive on the grass; doing so may result in a fine. The resident responsible for the guest can be fined for their guest violating this lease provision.

U. Remove all personal property from HAHC property when Resident leaves, abandons, or surrenders the Dwelling Unit. Costs for storage and disposal shall be assessed against the former resident. If the resident has been evicted, the HAHC may dispose of all property in the unit after the court ordered eviction date and time. The HAHC may dispose of all property in the unit following the expiration of an abandonment notice.

V. Notify the HAHC promptly of known need for repairs to the Dwelling Unit, and of known unsafe or unsanitary conditions in the Dwelling Unit or in the common areas and grounds of the property. Resident's failure to report the need for repairs in a timely manner shall be considered to have contributed to any further damage that occurs.

W. Not commit any fraud in connection with any Federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

X. Pay utility bills on time for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Disconnection of utilities for non-payment is a serious violation of this Lease and may lead to eviction.

Y. Shall ensure that residents between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance with the corresponding school district's truancy policy.

Z. Make no alterations or repairs or redecoration to the interior of the Dwelling Unit or to HAHC supplied appliances or property, nor install additional equipment or major appliances without prior written consent of the HAHC. Alterations or additions which cannot be removed without permanent damage to the unit shall be property of HAHC without compensation.

AA. Make no changes to locks or install new locks on doors. If Resident changes locks without informing the HAHC the Resident is responsible for all damage caused as a result. Changing locks without informing the HAHC is a material breach of this Lease.

BB. Use no nails, tacks, screws, brackets, or fasteners on any part of the Dwelling Unit (a reasonable number of picture hangers excepted) without authorization by HAHC.

CC. Give prompt prior notice to HAHC of Resident's leaving the Dwelling Unit unoccupied for any period exceeding 7 days. HAHC has authority to enter the unit during extended absences to assure unit is without leaking pipes, running water, or other problems that would lead to the destruction of HAHC property.

DD. Act in a cooperative manner with neighbors, HAHC Staff, and contractors employed by HAHC, and refrain from and cause members of Resident's household or guests to refrain from verbally or physically abusing or harassing other residents, HAHC staff, or contractors working for HAHC.

EE. Not consume any alcoholic beverages from open containers upon any public way or place, including sidewalks, parking lots, playgrounds, hallways, and door-stoop areas.

FF. The Resident, members of the Resident's household, guests, and persons under the Resident's control will not display, use, or possess (unless required by lawful employment) anywhere on HAHC property any unregistered firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Illinois. All Residents will be offered the opportunity to register legally registered firearms before signing their Lease and at each annual recertification meeting. Carrying a concealed weapon by residents, guests or visitors in the common areas and offices is not allowed.

GG. Hold sole responsibility for installation of personal property such as waterbeds or ceiling fans. Resident holds harmless Landlord and does release Landlord of all liability resulting from the installation and use of personal property. Furthermore, Resident shall be responsible for any damages resulting from installation or use, and agrees to pay any costs associated with unit repair or removal of said personal property. Ceiling fans must be approved prior to installation, and the fan must be installed by a licensed and insured electrician.

10. HAHC Obligations HAHC shall be obligated to:

A. Keep the Dwelling Unit buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and decent, safe and sanitary condition.

B. Comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.

C. Make necessary repairs to the Dwelling Unit.

D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities, including elevators supplied or required to be supplied by HAHC; in multi-story buildings, and keep the stairwells clean and free of debris.

E. Provide and maintain appropriate receptacles and facilities (except a container for the exclusive use of an individual resident family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the Resident as required by this Lease.

F. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the Dwelling Unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

G. Notify the Resident of the specific grounds for any proposed adverse action by HAHC. Adverse actions include, but are not limited to, a proposed

eviction, transfer of the Resident to another unit, and imposition of charges for maintenance or excess consumption of utilities.

H. In the case of a proposed adverse action other than an eviction, HAHC shall not take the proposed action until time to request a grievance hearing has expired or (if hearing was timely requested) the grievance process has been completed.

I. Process any increase or decrease in Rent, as reported by the Resident, within the prescribed time frame.

J. To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault or stalking.

11. Reasonable Accommodation for Disabilities Upon written or verbal request by a Resident with disabilities, or the head of the household on behalf of a family member with disabilities, HAHC will review all requests for reasonable accommodations. The "Request for a Reasonable Accommodation" form should be filled out and submitted to begin process. Reasonable accommodations are changes to rules, policies, practices, services and reasonable structural modifications provided by HAHC, when such accommodations are necessary to afford a person with disabilities equal opportunity to use and occupy the Dwelling Unit, including public and common use areas. HAHC may provide non-structural solutions, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. HAHC is not obligated to provide reasonable accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.

12. Unit Care Standards

A. The Resident is required to abide by the Unit Care Standards, as set forth below. Failure to comply with Unit Care Standard requirements will result in the issuance of Infraction Notices; three or more within a 12 month rolling period will be grounds for eviction.

Interior

General

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, fingerprints, and tar from cigarette smoke.
- (2) Floors: should be clean, clear, dry, and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should be in working order.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and neither left in the unit (for prolonged periods), nor outside the door.

- (9) Infestation: unit should be free of rodent or insect infestation. When infestation is noted, then compliance with treatment preparation is required of the tenant.
- (10) Clutter: unit should not be cluttered (boxes, papers, clothes, etc.) to the extent that the clutter poses a threat to safety. There needs to be floor space available for normal living activities.

Kitchen

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
- (3) Cabinets: should be neat and clean. Surfaces should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- (4) Exhaust fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash: should be stored in a covered container inside the unit until taken to the HAHC provided dumpsters.

Bathroom

- (1) Toilet/tank: should be clean and odor free.
- (2) Tub/shower: should be clean and free of excessive mold and mildew. Where applicable, shower curtains should be in place, and adequate length.
- (3) Exhaust: should be free of dust and in operating condition.
- (4) Floor: should be clean and dry.

Storage Areas

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat, and free of hazards.

Exterior

General

- (1) Yards: should be free of debris, trash, animal waste, cigarette butts and clutter. Exterior walls should be free of graffiti, including sidewalk chalk. Yards will be mowed by the HAHC.
- (2) Porches: should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Items permitted to be outside the unit include bicycles in working order, outdoor furniture, and grills (one grill per household). All items stored outside must be in good repair, picked up and orderly.
- (4) Steps: should be clear of hazards.
- (5) Sidewalks: should be clean and free of hazards. Snow should be removed, except by residents who are elderly or disabled and have requested our assistance.
- (6) Storm doors: should be clean, with glass or screens intact.
- (7) Parking lot: should be free of abandoned cars. There should be

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- no car repairs in the lots.
 - (8) Hallways: should be clean and free of hazards.
 - (9) Stairwells: should be clean and uncluttered.
 - (10) Laundry areas: should be clean and neat. Remove lint from dryers after use.
 - (11) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

B. To establish compliance with the standards, HAHC will inspect each unit at least annually. Upon completion of an inspection HAHC will notify the Resident in writing if he/she fails to comply with the standards. HAHC will advise the Resident of the specific correction(s) required to establish compliance.

C. Residents in violation of these standards may be required to attend training to assist them with achieving compliance with the Unit Care Standards. Failure to attend training or failure to satisfactorily complete the training is a material violation of this Lease.

D. The HAHC may conduct additional follow-up inspections of the unit. Repeated failures of the Resident to meet the Unit Care Standards or Resident's failure to cure Unit Care Standard violations may result in eviction.

E. HAHC is not required to provide supportive services (e.g. housekeeping) that fall outside the scope of its housing programs.

F. Violations of the Unit Care Standards that result in the serious damage to the Dwelling Unit or equipment therein, or cause a threat to the health or safety of others are a violation of the Lease terms and are a material breach of this Lease.

13. Defects Hazardous to Life, Health, or Safety In the event that the Dwelling Unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants the HAHC and Resident shall:

A. HAHC Responsibilities and Services HAHC shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident. If the damage was caused by the Resident, Resident's household members, or guests, the reasonable cost of the repairs shall be charged to Resident.

B. If necessary repairs cannot be made within a reasonable time, HAHC shall offer the Resident a replacement Dwelling Unit in decent and sanitary condition, if available. HAHC is not required to offer Resident a replacement unit if the hazardous condition was caused by the Resident, Resident's household members, or guests.

C. Resident shall accept any decent, safe, and sanitary replacement unit offered by HAHC.

D. In the event repairs cannot be made by HAHC and alternative accommodations are unavailable, then Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of

Rent shall occur if Resident rejects the alternative accommodations or if the damage was caused by Resident, household members, or guests.

E. If HAHC determines that the Resident's Dwelling Unit is uninhabitable because of imminent danger to the life, health, and safety of Resident, and alternative accommodations are refused, this Lease shall be terminated.

F. Resident Responsibilities Resident shall immediately notify the Chief Executive Officer of the damage when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating Rent.

G. Resident agrees to continue to pay full Rent, less the abated portion agreed upon by HAHC, during the time in which the defect remains uncorrected.

14. Entry of Dwelling Unit During Tenancy

A. Resident Responsibilities Resident agrees that the duly authorized agent, employee, or contractor of HAHC will be permitted to enter the dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. Work orders called in and posted bug spray notices give the staff or contractors permission to enter the unit with or without the resident being present.

B. HAHC Responsibilities HAHC shall give 48 hours advance notice that HAHC intends to enter the unit, with the exception of responding to a work order (including spraying for bugs, or reasons listed under Emergency Inspections-see below). If Resident and all adult members of the household are absent from the Dwelling Unit at the time of entry, HAHC shall leave, prior to exiting the Dwelling Unit, a written statement specifying the date, time and purpose of entry.

C. Emergency Inspections

1. The Resident acknowledges and understands that the HAHC, assisted by law enforcement personnel if needed, may enter the Resident's Dwelling Unit at any time without advance notification when there is reasonable suspicion to believe that an emergency exists which poses an immediate threat to the safety and/or welfare of Residents and/or employees and/or business invitee and/or property of the HAHC.
2. The Resident acknowledges that the emergency inspections can be conducted for the purpose of:
 - a) Identifying and removing unauthorized occupants.
 - b) Inspecting the condition of the Unit.
 - c) When the HAHC has reasonable cause to believe that there is activity occurring in the Dwelling Unit involving illegal drugs, weapons or other dangerous criminal activity.

D. Move-in Inspection HAHC and the Resident or his/her representative shall inspect the Dwelling Unit prior to occupancy by Resident. HAHC will give the Resident a written statement of the condition of the Dwelling Unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by HAHC and Resident and a copy of the statement retained in Resident's folder. Any deficiencies noted on the inspection report will be corrected by HAHC, at no charge to Resident.

E. Annual Inspections Annual inspections will be conducted for all Dwelling Units. Residents will be notified at least 48 hours in advance of the annual inspection. HAHC or contractor shall inspect the condition of the unit, the equipment within, and any areas assigned to the Resident for upkeep. HAHC shall request work orders for all items found to be in disrepair. Any damages caused by negligence or beyond normal wear and tear will be charged to the tenant. HAHC will use the annual inspection to assess the Resident's overall care of the unit, equipment, and housekeeping habits or practices. HAHC will note any habits or practices that contribute to infestations (either in the Resident's unit or an adjacent unit), create health or safety problems, or violate state/local housing or sanitary codes.

F. Move Out Inspection HAHC will inspect the unit at or near the time Resident vacates and give Resident a written statement of the condition of the Dwelling Unit, of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to HAHC.

15. Termination or Non-Renewal of the Lease by Resident

A. Termination by the Resident Resident may terminate this Lease at any time by giving thirty (30) days written notice. Failure to give the said notice to management may result in additional Rent being charged to the Resident's account. The Resident is responsible for the final month's Rent until vacate date. The Resident shall leave the apartment in clean and good condition, reasonable wear and tear expected and shall return the keys to the HAHC when the Resident vacates. The Resident shall give the HAHC a forwarding address in writing.

16. Termination by the HAHC For termination or non-renewal of the Lease, the following procedures shall be followed by the HAHC and the Resident. The HAHC may consider Resident violations under prior leases of which the housing authority is unaware at the time of any lease renewal or agreement to a new lease to be violations of this lease.

A. This Lease may be terminated or not renewed only for serious or repeated violations of material terms of the Lease, such as failure to make payments of Rent or other charges due under the Lease or failing to fulfill Resident obligations set forth in this Lease and the Resident Handbook, or for other good cause.

B. Termination for Drug Related Activity and Dangerous Criminal Activity

1. This lease may be terminated with a 14 day notice for Drug Related or Dangerous Criminal Activity involving the Resident, members of the Resident's Household, Guests or anyone under the Resident's or Members of the Resident's household's control. The Resident has the affirmative duty to ensure that neither they, nor any member of their household, nor any guest, or any other person under their control engages in prohibited drug related or dangerous criminal activities described in this section. The Resident is responsible for compliance under this section and can be found in violation of this section regardless of whether the Resident personally engaged in the prohibited activity or had knowledge of the specific instance of the prohibited activity.
2. Drug Related Activity is the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance with the intent to manufacture or sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act) occurring on or off of HAHC property. Possession of drug paraphernalia is also subject to eviction under drug related activity.
3. Dangerous Criminal Activity, occurring on or off HAHC property, that threatens the health, safety of, or right to the peaceful enjoyment of the premises by other residents include, but are not limited to, crimes of violence (e.g. murder, battery, rape, assault, and hate crimes); consumption and/or possession of alcohol by a minor or supplying minors with alcohol; crimes against property or other residents(e.g. burglary, larceny, robbery, identity theft); and crimes which impose financial cost (e.g. arson, vandalism) and crimes that involve disturbing the peace as well as: The possession, use, sale, or delivery of a firearm which, is otherwise prohibited by State law, within or upon the premises. No concealed weapons are allowed on-site in common areas, including offices, by guests, visitors or residents.
4. Arrest and/or Conviction are not necessary to trigger an eviction under this section, and proof of a violation beyond a reasonable doubt is not required.
5. Residents are not entitled to a grievance hearing under the HAHC grievance procedure for violations of this section.
6. Any resident evicted for drug related or dangerous criminal activity will be placed on the bar list for a minimum of two years.
7. The use of marijuana is considered by HUD to be illegal; therefore the use of medical or recreational marijuana falls under drug related activity.

C. Serious or repeated violations of material terms of this Lease include, but are not limited to:

1. Failure to comply with the HAHC no smoking policy
2. The failure to pay Rent or other payments or charges when due;
3. Repeated late payment, which shall be defined as failure to pay the amount of Rent or other charges due by the 5th of the month. Three such late payments within a 12-month period shall constitute a repeated late payment and is subject to eviction;
4. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities;
5. Misrepresentation of family income, assets, composition, or criminal background;
6. Failure to supply, within 10 days of request, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redetermination;
7. Serious or repeated damage to the Dwelling Unit, or creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site;
8. Offensive weapons or illegal drugs seized in a HAHC unit by a law enforcement officer;
9. Any fire on HAHC premises caused by carelessness or unattended cooking;
10. Interfering with the rights and enjoyment of others;
11. Refusal to accept an amendment to the lease required by a change in State or Federal law. Residents will be notified of all changes required by law a minimum of 30 days prior to the effective date of the change.
12. Issuance of 3 or more infraction notices within a 12 month rolling period;
13. Violation of the community service requirement;
14. Determination or discovery that a resident is a registered sex offender;
15. Failure to comply with zero income rent policy requirements.
16. Any member of a household engaging in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

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17. If resident is found to have a barred individual in the apartment, the HAHC will begin the eviction process.

D. Abandonment

1. The HAHC may consider the lease terminated and retake possession of the unit if the Resident abandons the unit. The Resident shall be deemed to have abandoned the unit when (Resident has provided HAHC with actual notice indicating intent not to return to the Unit, the Resident has been absent from the unit, the Resident has removed all significant personal property from the unit and is in arrears in rent, or the Resident has been absent from the unit for 30 days and has failed to pay Rent for that period.
2. If Resident abandons the unit, HAHC may secure the unit and the Resident shall be deemed, conclusively, to have abandoned any personal property remaining in the Dwelling Unit. HAHC may remove any personal property from the unit and dispose of personal property on, or after, the date the abandonment notice expires. Nothing in the section shall affect any other remedies provided to HAHC under this Lease.
3. The HAHC may request school records for children listed in the household, DHS verification of TANF or food stamps, or mailing address to verify the primary source of residence when determining if an abandonment has taken place.

E. Ability to Comply with Lease Terms HAHC may evict if, during the term of this Lease:

1. Resident, by reason of a verified physical or mental impairment, is no longer able to comply with the material provisions of this Lease;
2. Resident cannot make arrangements for someone to aid him/her in complying with the Lease; and,
3. HAHC cannot make any reasonable accommodation that would enable Resident to comply with the lease.
4. HAHC will cooperate with the Resident, designated member(s) of Resident's family, or Resident's assistant to identify more suitable housing.

F. The eviction notice provided to the Resident shall provide:

1. a) 14 days notice of termination for failure to pay rent;
- b) 14 days notice for drugs and dangerous criminal activity

- c) A maximum of 14 days notice of eviction, considering the seriousness of the situation when the health or safety of other residents or HAHC staff is threatened; and,
 - d) 30 days in all other cases.
2. State the specific reason(s) for the eviction (including section of the Lease violated);
 3. Advise the Resident of his/her right to request a formal grievance hearing if the request is made in writing, within ten (10) days after receipt of the notice of eviction or non-renewal; or advise the Resident that the reason for termination is excluded from the grievance process;
 4. Advise the Resident of his/her right to examine HAHC documents directly relevant to the termination, non-renewal or eviction; and,
 5. Specify that if the Resident fails to quit the premises within the applicable period, appropriate action will be brought against him/her, and he/she may be required to pay the court costs and attorney's fees.
 6. Notice of Exclusion from Grievance Procedure HAHC has the option to exclude from the grievance procedure: any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises of other residents or HAHC employees; and any drug-related criminal activity on or off such premises. Should the grievance exclusions apply, the notice of eviction shall: (a) specify that the Resident is not entitled to a grievance hearing; (b) specify the judicial eviction procedure to be used by HAHC; (c) state that HUD has determined that the State's eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process; and, (d) state whether the eviction is for criminal activity or drug-related criminal activity.
 7. Notices for eviction or non-renewal must be delivered to the Resident or to any adult member of the household residing in the Dwelling Unit, or sent by certified mail with a return signed by addressee. If no one is in actual possession of the premises, the eviction notice may be posted on the premises. Unopened, cancelled, first class mail, including certified mail, returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned. This notice may be signed by the typed or facsimile signature of the HAHC Chief Executive Officer or Chief Operating Officer.

G. The HAHC, when it considers whether to terminate and evict for a violation of this lease, shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, the efforts if any by the resident to prevent the

prohibited activity, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the HAHC may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in, nor visit the unit. The HAHC may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

H. When the HAHC offers the Resident the opportunity for a grievance hearing, the eviction date shall be extended until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

I. Any notice to quit required by State law may be combined with, or run concurrently with, the eviction notice of under this paragraph.

J. The HAHC may evict Resident from the unit for being in violation of a previously signed probationary agreement.

17. Payment and Use and Occupancy after Termination of Lease If the Resident continues to occupy the Dwelling Unit after the termination of the Lease, the Resident agrees to pay the HAHC the reasonable value of the use of the Dwelling Unit which will be the last Rent amount payable for the Unit. Acceptance of payment for use and occupancy shall not be considered a renewal of this Lease or a waiver of the HAHC's right to terminate this Lease. These charges may be collected as additional rent in any court eviction action.

18. Transfers

A. Resident agrees that if the HAHC determines that the size or design of the Dwelling Unit is no longer appropriate to the Resident's needs, HAHC shall send the Resident a written notice. Resident further agrees to accept a new Lease for a different Dwelling Unit of the appropriate size or design.

B. HAHC may move a Resident into another unit if it is determined necessary to rehabilitate Resident's unit or to close buildings that are no longer viable.

C. If the Resident makes a written request for a unit with accessible features in support of a documented disability or handicap, HAHC shall have the choice to modify the Resident's existing unit or transfer the Resident to another unit with the features requested.

D. A Resident without disabilities or handicaps who is housed in a unit with accessible features must transfer to a unit without such features should another Resident (or applicant) with disabilities requiring accessible features need the unit.

E. In the case of involuntary transfers, except those caused by conditions hazardous to health and safety, Resident shall be required to move into the

Dwelling Unit made available by the HAHC. Resident shall be given 5 days time in which to move following delivery of a transfer notice. If Resident refuses to move, HAHC may terminate the Lease, *or charge the tenant's portion for both units until the keys have been turned into HAHC from the initial unit.*

F. Involuntary transfers, except those caused by conditions hazardous to health and safety, are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance Procedure has expired or the procedure has been completed.

G. In rare cases, the HAHC will consider any voluntary Resident requests for transfers in accordance with the transfer categories and priorities established in the Admissions and Occupancy Policies. The Resident must be in good standing as defined in 18.I and submit a written request.

I. The HAHC will bear the costs of involuntary transfers required for administrative reasons. Where there is a hardship due to health or disability, the Manager may recommend that the Resident be reimbursed for out-of-pocket transfer costs. To be considered for certain transfers, the Resident must be in good standing, defined as: no criminal activity (on the part of any household member), including drug-related criminal activity that threatens the health and safety of residents and staff, no back Rent or other charges owed, no pattern of late payment; and, able to meet the unit care standards in this Lease with no housekeeping violations.

J. Once a family has leased up or transferred, a minimum of 2 years must pass before another transfer request can be made, unless the transfer falls under 12-I.B. of the Admissions and Continued Occupancy Policy.

K. The HAHC may consider Resident lease violations of which it was unaware prior to any transfers to be violations of the lease existing after the transfer.

19. Notice Procedures

A. Resident Responsibility Any notice to the HAHC must be in writing, delivered to the Administrative Office or site office, or sent by prepaid first-class mail, properly addressed.

B. HAHC Responsibility All notices to Residents must be in writing and delivered to the tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Resident. Notices to Residents who are visually impaired must be in an accessible format.

C. Notices may be delivered by hand or by first-class mail. Residents will be deemed to have received notice from the HAHC three days after mailing.

D. Any Notice of Adverse Action sent to the Resident by HAHC must:

1. Describe the type of action proposed and the specific grounds in the Lease for the action;

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2. Specify the dates or time frames associated with the action;
 3. Advise the Resident whether the action can be challenged using the grievance hearing process; and
 4. State the time within which the Resident must file any grievance. In the case of a proposed adverse action other than an eviction, HAHC shall not take the proposed action until time to request a grievance hearing has expired or (if hearing was timely requested) the grievance process has been completed.
 5. If the notice of adverse action is for termination of the Lease, it must comply with paragraph 16.

20. Grievance Procedures All disputes concerning the obligations of the Resident or the HAHC (except as provided in this Lease concerning Drug-Related or Dangerous Criminal Activity) shall be subject to the HAHC grievance procedures which provide the Resident with a reasonable opportunity to examine any documents relevant to the dispute. A copy of the grievance procedure is included in the HAHC Admissions and Continued Occupancy Policy.

21. Waiver Delay or failure by HAHC to exercise any right under this Lease agreement, or partial or single exercise by HAHC of any such right, shall not constitute a waiver (post or prospective) by HAHC of that or any other right granted to HAHC in this Lease.

22. Remedies Cumulative The rights and remedies of HAHC under this Lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

23. Severability If any provision contained herein is invalid, it shall be considered deleted from this Lease, and shall not invalidate the remaining provisions of this Lease.