

MOVE-IN/MOVE OUT APARTMENT INSPECTION REPORT

Complex Name:		Resident Name:	
Unit #	Unit Size:	Co-Resident Name:	
Move-In Date:	Move-Out Date:	Reason For Moving:	
		Forwarding Address:	

EXTERIOR	Acceptable YES/NO	MOVE-IN	Acceptable YES/NO	MOVE-OUT
		CONDITION and / or COMMENTS		CONDITION and / or COMMENTS
Landing				
Entry Door				
Security Screen				
Hardware/Locks				
Porch Light				
Storage				
Other				

LIVING ROOM				
Walls/Ceiling/Trim				
Carpet/Vinyl				
Electrical				
Fixtures				
Window(s)				
Screen(s)				
Window Covering				
Closet				
Other				

DINING ROOM				
Walls/Ceiling/Trim				
Carpet/Vinyl				
Ceiling fan				
Window(s)/Doors				
Screen(s)				
Window Covering				
Electrical				
Fixtures				
Other				

KITCHEN				
Walls/Ceiling/Trim				
Vinyl/Tile				
Counter Top				
Sink/Faucet				
Disposal				
Plumbing				
Range/Oven				

	Acceptable YES/NO	MOVE-IN	Acceptable YES/NO	MOVE-OUT
		CONDITION and / or COMMENTS		CONDITION and / or COMMENTS
KITCHEN (Cont.)				
Range				
Hood/Microwave				
Refrigerator				
Cabinets				
Drawers				
Dishwasher				
Window/Lock(s)				
Screen(s)				
Window Covering				
Electrical				
Fixtures				
Fire Equipment				
BATHROOM # 1				
Door/Lock				
Walls/Ceiling/Trim				
Tub/Shower				
Vinyl/Tile				
Mirror				
Medicine Chest				
Vanity/Counter				
Sink/Faucet				
Plumbing				
Exhaust Fan/Heater				
Toilet				
Towel Racks				
Shower Rod				
Linen Closet				
Window/Screen				
Electrical				
Fixture(s)				
BATHROOM # 2				
<input type="checkbox"/> If Not applicable, check here				
Door/Lock				
Walls/Ceiling/Trim				
Tub/Shower				
Vinyl/Tile				
Mirror				
Medicine Chest				
Vanity/Counter				
Sink/Faucet				
Plumbing				
Exhaust Fan/Heater				
Toilet				
Towel Racks				
Shower Rod				
Linen Closet				
Window/Screen				
Electrical				
Fixture(s)				

		MOVE-IN		MOVE-OUT	
Acceptable YES/NO		CONDITION and / or COMMENTS		Acceptable YES/NO	
				CONDITION and / or COMMENTS	
HALLWAY AREA					
Walls/Ceiling/Trim					
Carpet/Vinyl					
Electrical					
Lighting					
Closet					
1st BEDROOM (MASTER)					
Door/Entry					
Walls/Ceiling/Trim					
Carpet/Vinyl					
Electrical					
Light Fixture(S)					
Windows/Locks					
Screens					
Window Covering					
Closet					
2nd BEDROOM					
<input type="checkbox"/> If Not applicable, check here					
Door/Entry					
Walls/Ceiling/Trim					
Carpet/Vinyl					
Electrical					
Light Fixture(S)					
Windows/Locks					
Screens					
Window Covering					
Closet					
3rd BEDROOM					
<input type="checkbox"/> If Not applicable, check here					
Door/Entry					
Walls/Ceiling/Trim					
Carpet/Vinyl					
Electrical					
Light Fixture(S)					
Windows/Locks					
Screens					
Window Covering					
Closet					
4th BEDROOM					
<input type="checkbox"/> If Not applicable, check here					
Door/Entry					
Walls/Ceiling/Trim					
Carpet/Vinyl					
Electrical					
Light Fixture(S)					
Windows/Locks					
Screens					
Window Covering					
Closet					

	Acceptable YES/NO	MOVE-IN	Acceptable YES/NO	MOVE-OUT
		CONDITION and / or COMMENTS		CONDITION and / or COMMENTS
ADDITIONAL ITEMS				
Front Door Keys				
Mail Box Keys				
Laundry Keys				
Storage Keys				
Water Heater Closet				
Water Heater Temp (set at 120)				
Fire Extinguisher/ Suppression				
Smoke Alarm(s)/CO detectors				
Unauthorized Alterations				
Sanitary Condition of unit				
Washer/Dryer				
HVAC/Filter				
GFI				

		Post Inspection Maintenance/Repairs	
Date of last full paint:		MOVE-IN:	MOVE-OUT:
Date of new carpet:		WORK ORDER #:	WORK ORDER #:
Date of new vinyl/tile		DATE:	DATE:
Date of new window covering:			

Comments: _____

MOVE-IN CONDITION

This unit is in decent, safe and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

OWNER/AGENT SIGNATURE: _____ Date: _____

I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

MOVE-OUT CONDITION

I/we hereby certify that this dwelling unit has been inspected by me/us and that this report represents the condition of the unit on this date.

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

☐ TENANT(S) NOT PRESENT DURING FINAL INSPECTION

OWNER/AGENT SIGNATURE: _____ Date: _____

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are _____, referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the Tenant(S) unit number _____, located at _____ in the project known as _____.
2. Length of Time (Term): The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$_____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$_____ per month. This amount is due on the _____ day of the month at _____.
- The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.
4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

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

- 5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may Collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$_____ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- 6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- 7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees

that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)		(2)
Put "x" by any Utility Tenant pays directly	Type of Utility	Put "x" by any Utility Included in Tenant Rent
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Other (Specify.	_____
_____	_____	_____
_____	_____	_____

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3)

	Show \$ Amount Tenant Pays to Landlord in Addition to Rent
Parking	\$ _____
Other (Specify.)	\$ _____
_____	\$ _____
_____	\$ _____

8. Security Deposits: The Tenant has deposited \$ _____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at _____%, beginning _____, less any amount needed to pay the cost of:
- (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within _____ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.
9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ _____ for each key not returned.

Maintenance:

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

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

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent

shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. 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:
- a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
 - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules: The Tenant agrees to obey the House Rules which are

Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.
15. Regularly Scheduled Recertifications: Every year around the _____ day of _____, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
 - b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.
16. Reporting Changes Between Regularly Scheduled Recertifications:
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.

- (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days

after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

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

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

a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or

b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

- 21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.
- 22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of
Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 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 a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the tenant 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, or that in the case of the State of New Jersey, is a high misdemeanor;

8. if the tenant is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment 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.

- d. 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 "other good cause," the termination notice must be mailed to the Tenant and hand-

delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit 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. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.
24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the

following Attachments to this Agreement
and understands that these Attachments are
part of this Agreement.

- a. Attachment No. 1 - Owner's Certification of Compliance with
HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
 - b. Attachment No. 2 - Unit Inspection Report.
 - c. Attachment No. 3 - House Rules (if any).
28. Tenants' rights to organize: Landlord agrees to allow tenant
and tenant organizers to conduct on the property the activities
related to the establishment or operation of a tenant
organization set out in accordance with HUD requirements.
29. Tenant Income Verification: The Tenant must promptly provide the
Landlord with any letter or other notice by HUD to a member of
the family that provides information concerning the amount or
verification of family income in accordance with HUD
requirements.
30. The lease agreement will terminate automatically, if the Section
8 Housing Assistance contract terminates for any reason.
31. Signatures:

TENANT
BY:

1. _____	____/____/____ Date Signed
2. _____	____/____/____ Date Signed
3. _____	____/____/____ Date Signed

LANDLORD
BY:

1. _____	____/____/____ Date Signed
----------	-------------------------------

Public reporting burden - HUD is not requesting approval of any burden
hours for the model leases since use of leases are a standard business
practice in the housing rental industry. This information is required
to obtain benefits. The request and required supporting documentation
are sent to HUD or the Contract Administrator (CA) for approval. The
lease is a contract between the owner of the project and the tenant(s)
that explains the terms for residing in the unit. Leases are a
standard business practice in the housing rental industry. Owners are
required to use the HUD model lease which includes terms normally
covered by leases used in the housing rental industry plus terms
required by HUD for the program under which the project was built
and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

LEASE

I. BASIC LEASE AGREEMENT:

1. **LEASE:** THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between _____, hereinafter called "Owner," and _____ hereinafter called "Tenant," covering those certain Premises known as _____, Apt. No. _____ located at _____, County of _____, State of California.

- The terms Owner, Landlord, Agent and Management are used interchangeably in this Agreement; and the terms rental unit, premises and housing project are used interchangeable in this Agreement.

2. **AUTHORIZED OCCUPANTS:** Only the individuals listed below are authorized to occupy this Apartment.

Tenant: _____
Co-Tenant: _____
Member: _____
Member: _____
Member: _____
Member: _____
Member: _____

Occupancy Standards for this complex are as follows, as stated in the Agent's Management Plan:

	<u>Minimum</u>	<u>Maximum</u>
1 Bedroom	1	3
2 Bedroom	2	5
3 Bedroom	3	7
4 Bedroom	5	9

3. **TERM:** The term of this Agreement shall commence on the _____ day _____, 20____, and continue on a year-to-year basis unless terminated as permitted by Section III, Paragraph 1(b) of this Agreement.

4. SECURITY DEPOSIT:

The Tenant agrees to deposit the sum of \$ _____ (this sum may not be in excess of the Tenant's net contribution for one month's rent at the time of initial occupancy, or basic rent, whichever is greater) as security deposit with the Landlord to assure the surrender of the rental unit in a condition of cleanliness and good repair, reasonable wear and tear excepted. Tenants eligible for rental assistance or Section 8 assistance have the option of paying said amount in full on occupying the premises, or \$ _____ per month for the first _____ months of occupancy until the full sum of \$ _____ has been deposited. Should Tenant fail to meet required installments the total charge will become due and payable in full and may result in termination of this Lease by Landlord. The security deposit will be returned to Tenant within 21 days after Tenant vacates the unit, provided that the Tenant had paid all rent and damages rightfully due the Landlord under the Lease, has returned all rental unit keys and has left the rental unit and all appliances, fixtures and appurtenances clean and in good condition, reasonable wear and tear excepted, consistent with Section 1950.5 of the California Civil Code as it pertains to Security Deposits. If documentation has been provided to Landlord that an assistance animal is necessary for the normal functioning of a household member with a disability, an additional security deposit for the assistance animal will not be charged. An additional security (pet) deposit will be required if the property allows pets; the animal has been approved by management; the tenant has a signed pet agreement listing the approved animal; and pet deposits must be paid in full prior to the animal being brought on to the property.

5. RENT:

(a) The total Tenant Contribution shall be \$ _____ per month as determined by the following Rent Adjustments, Statements of Understanding and Subsidy Program as indicated below. NOTE: Each subsequent certification (Form RD 3560-8) could change the Net Tenant Contribution and will be an addendum to this lease as it applies to household members and tenant rent.

(b) Tenant agrees to pay his/her monthly Rent Charge, in advance, promptly on the first day of each month without any obligation on the part of the Owner to make demand for payment.

(c) Payment is to be made at _____ OFFICE.

(d) In the event Tenant fails to pay the required monthly Rent Charge in full to management on or before the tenth (10th) day of each calendar month of the term, Tenant agrees to pay to Owner the additional sum of \$10.00 as a reimbursement for the administrative expenses incurred by management in processing the late payment.

a. RENT ADJUSTMENTS:

1. **Rent Proration:** If this Lease Agreement is entered into on a date other than the first of the month, Tenant's rent will be prorated based on the remaining days in the month. If a Tenant is receiving Rental Assistance, the rent will be prorated for the first month as if the tenant was receiving RA, in accordance with CFR 3560.257 (c) (2). Tenant's rent for the remaining term of the Lease will be due and payable on the first of each month.

2. **Rent Adjustment – Tenant Error:** Tenant agrees to an immediate upward adjustment in rent if statements or representations on applications for admission or continued occupancy are subsequently found to be false, and to pay as rent the difference between the rent which would have been assessed if the full, true, and accurate income had been declared on the application for admission or continued occupancy retroactively to the effective date of this Lease. Tenant agrees to make restitution when unauthorized assistance is received due to Tenant's fraud or misrepresentation. Submission of false information by Tenant could result in legal action against Tenant, including legal actions by Rural Development and the Landlord.

3. **Rent Adjustment – Landlord Error:** Tenant agrees to an upward adjustment in the rent upon thirty (30) days advance notice or as California State Law requires, if such an adjustment should be necessary because of Landlord's calculation error, to enable the Landlord to comply with Federal, State or local law or regulation of the Department of Housing and Urban Development, Rural Development, or other applicable Federal or State agencies involved.

4. **Rent Adjustment – Change in Household Members/ Composition and or Income:** Tenant agrees to immediately notify the Landlord when there is a change to Tenant's household member/composition and/or income. Failure to report such change may result in the loss of benefits to which Tenant may be entitled or result in Landlord taking corrective action. "I understand that the adjusted monthly tenant contribution may be adjusted for the reasons stated in this paragraph without the necessity of a thirty (30) day notice indicating those increases."

b. STATEMENTS OF UNDERSTANDING: The following statements of understanding have been read, understood and agreed to by the Tenant in accordance with Rural Development requirements:

1. "I understand that knowing or willing misrepresentation by the Tenant of the facts upon which rent or eligibility determinations are based may subject the Tenant to termination of tenancy and or repayment of benefits to which not entitled and/or a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both."

2. "I understand that the adjusted monthly tenant contribution may be adjusted in an annual or interim certification due to a change in income or family/household composition without the necessity of a thirty (30) day notice indicating the increase."

3. "I understand that this Lease Agreement is subject to present regulations of Rural Development and to its future regulations and provisions hereof which may affect my eligibility and continued occupancy."

4. "I understand that this Lease is subject to compliance with the terms and provisions of all applicable Federal Housing assistance programs covering this complex. I also understand that I will no longer be eligible for occupancy if my income exceeds the established maximum allowable adjusted income, unless a waiver is granted by Rural Development."

5. "I agree I must immediately notify the Landlord when there is a change in my gross income or assets, my qualifications for adjustments to income or the number of persons living in the rental unit. I understand my rent or benefits may be affected as a result of this information. I also understand that failure to report such changes may result in my losing benefits to which I may be entitled or may result in Landlord taking corrective action if benefits were mistakenly received. I understand the corrective action Landlord may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any rental assistance, including Section 8 assistance being received, for the balance of my certification period, initiation of a notice to increase my monthly rent to \$_____ (line 30a. of tenant cert form) per month (note rate rent for Plan II projects or 125 percent of rent in Plan I projects), or initiation of a notice of termination. I understand that one or more of these remedies may be initiated at the option of the Landlord."

6. "I understand that I must promptly notify the Landlord of any extended absences and that if I do not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, my net monthly contribution shall be raised to \$_____ (line 30a of tenant cert form) per month (note rate rent for Plan II projects or 125 percent of rent in Plan I projects) for the period of my absence exceeding 60 consecutive days. I also understand that should any rental assistance be suspended or reassigned to other eligible tenants, I am not assured that it will still be available to me upon my return. I also understand that if my absence continues for more than 60 days, for reasons other than health or emergency, my tenancy may be terminated."

7. "I understand that should I receive occupancy benefits to which I am not entitled due to my failure to provide information or due to incorrect information provided by me or on my behalf by others, or for any other household member, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled. I understand that submitting false information could result in legal action against me."

8. "I understand that the certification process for determining tenant occupancy eligibility and contribution is set forth in 7 C.F.R. 3560.152, which provisions are incorporated into this Lease by reference. I understand that income certification and verification is a requirement of occupancy and I agree to promptly fulfill and follow the process for the tenant income verification and certification requirements established under 7 C.F.R 3560.152."

9. "I understand that if the unit which I occupy becomes over-utilized or under-utilized under Landlord's occupancy rules, or should

I no longer meet the eligibility requirements of the housing complex during the term of the Lease, this Lease may be subject to termination in accordance with Section III 1 (c) herein, or Tenant may, at Landlord's option, be required to move to Landlord's next available appropriately sized unit."

10. "I understand I may request a re-determination of rent under this Lease if there is a substantial change in any of the factors which determine rent."

11. "I understand that if I present a Letter of Priority Entitlement (LOPE) that has been issued according to 7 C.F.R. 3560.655(d) and I temporarily occupy a rental unit for which I am not occupancy eligible, I will be obligated to move when a suitable unit becomes available in Landlord's housing complex."

c. SUBSIDY PROGRAMS: Applicable Subsidy Program Must Be Initialed and Dated.

1. IF TENANT IS RECEIVING RD RENTAL ASSISTANCE, COMPLETE THIS SECTION:

"I understand and agree that as long as I receive rental assistance, my gross monthly tenant contribution (as determined on the latest Form RD 3560-8) for rent and utilities will be \$_____ {line 31 of tenant cert}. If I pay any or all utilities directly (not including telephone or cable T.V.) a utility allowance of \$_____ {line 32 of tenant cert} will be deducted from my gross monthly tenant contribution and my resulting net monthly contribution will be \$_____ {line 33 of tenant cert}. If my net monthly tenant contribution is less than zero, the Landlord or owner will pay me \$_____ {line 33 of tenant cert if the number is negative}."

"I also understand and agree that my monthly tenant contribution under this Lease may be raised or lowered based on changes in household income or adjustments to income, failure to submit information necessary to certify income, changes in the number and age of persons living in my household in the unit, and on the Escalation Clause in this Lease. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the owner of the complex and Rural Development expires, I understand and agree that my monthly tenant contribution may be adjusted to no less than \$_____ {line 29a. of tenant cert} ("basic rent"), but no more than \$_____ {line 30a of tenant cert} ("note rent"), during the remaining term of this Lease, except that based on the Escalation Clause in this Lease these rental rates may be changed by a Rural Development approved rent or occupancy charge change."

"I understand that every effort will be made to provide rental assistance so long as I remain eligible and the rental assistance agreement between the owner and Rural Development remains in effect. However, should this assistance be terminated, I may arrange to terminate this Lease, giving proper notice as set forth elsewhere in this Lease. Tenant's tenant contribution to rent will not change if rental assistance is terminated due to action of Landlord or owner."

2. IF TENANT DOES NOT RECEIVE RENTAL ASSISTANCE AND COMPLEX IS RECEIVING PLAN II INTEREST CREDIT, COMPLETE THIS SECTION. (Note: complete if Part II, Item 6 on tenant certification is coded 0)

"I understand and agree that my gross monthly tenant contribution as determined on the latest Form RD 3560-8, for rent or occupancy charge and utilities will be \$_____ {line 31 of tenant cert}."

"I further understand the following: If I pay any or all utilities directly (not including telephone or cable T.V.), a utility allowance of \$_____ {line 32 of tenant cert} will be deducted from my gross monthly tenant contribution, except that I will pay not less than the basic rent nor more than the note rate rent stated below. My net monthly tenant contribution will be \$_____ {line 33 of tenant cert}. I understand that should I receive rental subsidy benefits to which I am not entitled, I may be required to make restitution and I agree to pay any amount of benefit to which I was not entitled. I also understand and agree that my tenant contribution under this Lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household in the unit, and on the Escalation Clause in this Lease. My tenant contribution will not, however, be less than \$_____ {line 29a of tenant cert} (basic rent) nor more than \$_____ {line 30a of tenant cert} (note rent) during the term of this Lease, except that based on the Escalation Clause in this Lease, these rental rate or occupancy charges may be changed by a Rural Development approved rent or occupancy charge change."

3. IF COMPLEX AND UNIT RECEIVE SECTION 8 HUD ASSISTANCE, INITIAL THIS SECTION.

"I understand that the provisions of the HUD model lease will prevail over the terms of this Lease, unless they conflict with Rural Development requirements in accordance with 7 C.F.R. 3560.156. I understand that if there is conflict between HUD requirements and Rural Development requirements, the provision that will be enforced will be the one that is most favorable to me."

Tenants ineligible at recertification must leave the property unless allowed to stay under their HUD Lease.

6. UTILITIES & SERVICES: Utilities and Services shall be paid by the party indicated below:

	Owner	Tenant
Electricity		X
Gas		X
Water	X	
Garbage Collection	X	
Other (Specify)		
Sewer	X	
Telephone		X
Cable/ Satellite dish		X

The Tenant shall not waste utilities furnished by the Owner or use utilities or equipment for any unauthorized purpose. Attached to this Agreement is an allowance per month for the utilities designated to be paid by the Tenant and such allowance has been taken into consideration in determining Tenant's monthly rent charge and housing assistance payments. The Tenant is responsible to pay utility charges promptly when due.

7. USE AND MAINTENANCE OF PROPERTY: Without the Owner's written consent, the Tenant shall not assign this Agreement, give accommodation to any roomers, lodgers, or other persons not listed on the Tenant Certification form, or permit the use of the Premises for any purpose other than as a private dwelling solely for the Tenant and his/her family. This provision does not exclude reasonable accommodation of the Tenant's guests or visitors. However, the Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14 days and/or nights in a 45-day period without prior notification of the Management. Should the Tenant or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the project, then the Landlord may consider such person(s) a member of the Tenant household and may enforce any Lease covenants shown to be broken and/or require re-certification.

The Tenant agrees to advise management of any planned absence for an extended period, usually 2 weeks or more.

Tenant shall keep the Premises in a clean and sanitary condition, and shall comply with all laws and health and policy requirements with respect to the maintenance of rented Premises; failure to maintain sanitary conditions will be grounds for termination of Tenancy.

If damage to the Property (other than normal wear and tear) is caused by acts or neglect of Tenant or his/her guests, the Tenant may, with the owner's approval, engage a professional contractor or tradesman to repair such damage at his/her own expense. Upon Tenant's failure to make such repairs, after reasonable notice by the Owner, the Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred. Tenant agrees to pay the total cost of repairs performed by management or their agents within 30-days of receipt of invoice from management. Continued lack of proper maintenance will be grounds for termination of Tenancy.

II. REQUIRED STATEMENTS:

1. IF ACCESSIBLE UNIT IS OCCUPIED BY A TENANT NOT NEEDING THE SPECIALLY DESIGNED FEATURES OF THE UNIT, INITIAL THIS SECTION.

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

"I acknowledge that I am occupying a specially designed accessible unit for disabled persons, and that I do not need such accessible features. I acknowledge that priority for such accessible unit is given to those disabled persons needing the special design features of this unit. I agree that I will be required to vacate the unit within 30 days of notification from Landlord that an eligible individual requires the special design features of this unit. I further agree to move at my own expense (unless otherwise agreed by Landlord in writing) within 30 calendar days of such written notice. I further understand that, if I move to an appropriate unit within the project, my rental rate will change to the rental rate for the unit I move to and this Lease will be modified accordingly."

2. IF TENANT IS INELIGIBLE BECAUSE THE HOUSEHOLD ADJUSTED ANNUAL INCOME EXCEEDS THE MAXIMUM INCOME LIMITS ALLOWED BY RURAL DEVELOPMENT, INITIAL THIS SECTION.

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

"I understand that I am considered an ineligible occupant of the rental unit because my household income exceeds the maximum income allowance for this housing complex. I understand the Lease is valid only for an initial term of twelve months and thereafter on a month-to-month basis until an eligible applicant is approved for the same unit. I understand that if an eligible applicant is approved for this rental unit after the initial term of this Lease, I will vacate the unit within 30 days of receipt of a written notice from the Landlord that an eligible applicant is available."

III. LANDLORD AND TENANT ADDITIONAL MUTUAL COVENANTS:

1. TERMINATION OF LEASE:

(a) **By Tenant:** The Tenant may terminate this Lease for "good cause" effective 30 days following advance written notice to Landlord. "Good cause" as used in this paragraph means a job-related transfer to another location, severe illness or death of Tenant or household member, notification of an authorized rent increase, or failure by Landlord to properly maintain repairs or replacements at the property or leased unit. Tenant shall be liable for all rent payments and other obligations under this Lease until the effective date of the termination. Unless the Tenant validly terminates the Lease as provided in this paragraph, Tenant shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to Landlord's obligation to mitigate its losses.

(b) **By Landlord:** The Landlord may terminate or refuse to renew this Lease only for material non-compliance with the terms of the Lease, material non-compliance with the Occupancy Rules, or other "good cause", as defined below. Prior to termination of the Lease, Landlord must provide Tenant with written notice of the lease violation, provide an opportunity to correct the violation, and advise that the Tenant's conduct is grounds for termination. Occupancy termination notices must specify the date the Lease will be terminated, a statement of the basis for the Lease termination with specific reference to the provisions of the Lease or Occupancy Rules that have been violated, and a statement that the Landlord may initiate judicial action to enforce the Lease termination. Any termination of the Lease by the Landlord must be carried out in accordance with 7 C.F.R. 3560.159, State and local law, and the terms of this Lease. Tenant shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to Landlord's obligation to mitigate its losses. A suit for unpaid rent and possession of the rental unit is not an action to terminate the Lease, and may be pursued by Landlord under State law, without regard to the requirements of this Section. "Material non-compliance", for the purpose of Lease Termination, includes Tenant's substantial and/or repeated violations of the Lease or Occupancy Rules, including but not limited to non-payment or repeated late payment of rent or other financial obligations due under the Lease or Occupancy Rules, or a Drug Violation (as defined below and in addendum).

"Good Cause", for the purpose of Lease Termination, includes Non-Eligibility (as defined below); actions by Tenant or a member of Tenant's household or by Tenant's guests which interfere with the rights and quiet enjoyment of other tenants; actions which threaten the health and safety of other persons, or are abusive, harassing or threatening to the Landlord's Manager or to other tenants; actions by a Tenant or a member of Tenant's household or by Tenant's guests which result in physical damage to the rental unit, common areas or the property of other tenants, except when such threat can be removed with a reasonable accommodation; any actions prohibited by State and local laws; habitual late payment of rent (3 late payments within a 12 month period); failure to reimburse the landlord within 30 days for repairs made or any other charges authorized under this Lease; permitting unauthorized persons to live in the rental unit; creating physical hazards; failure to repay unauthorized assistance payments; failure to accept and observe Landlord's authorized modifications to the Lease; unauthorized pets; failure to provide accurate and timely income certification or re-certification information; failure to maintain required utilities to the rental unit; failure to maintain rental unit in clean condition; failure to pay security deposit; criminal activity or alcohol abuse, in accordance with the provisions of 24 C.F.R. 5.858 through 5.861; where the Tenant has been mistakenly placed in rental unit in which the Tenant is not eligible under applicable tenant eligibility requirements; and giving the Landlord false information regarding income or other factors considered in determining the Tenant's rent; by abandonment of the Premises by Tenant, providing Owner complies with the applicable provisions of the California Civil Code to establish such abandonment.

(c) **Non-Eligibility:** The Landlord may terminate this Lease if the Tenant, although initially eligible, no longer meets the occupancy eligibility requirements as to number of tenants under the housing project's or rental unit's applicable restrictions, including the criteria set forth in 7 C.F.R 3560.155(c) and (e). Tenant agrees to vacate the rental unit within 30 days of Landlord's notice that Tenant is no longer eligible for occupancy, or within the guidelines of state law, or at the expiration of the Lease, whichever is greater, unless the conditions cited in 7 C.F.R. 3560.158(c) exist.

(d) **Drug Violation:** It is understood that the use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by local, State, or federal law) while in or on any part of this housing project or rental unit is an illegal act. It is further understood that such action constitutes material non-compliance with the Lease. Such violations (hereinafter call a "Drug Violation") may be evidenced upon the admission to or conviction of a Drug Violation in any local, State or Federal court. The landlord may require any tenant or other adult member of the tenant household occupying the unit (or other adult or non-adult person outside the tenant household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within timeframes set by the landlord, and not thereafter to enter upon the landlord's premises or the lessee's unit without the landlord's prior consent as a condition for continued occupancy by the remaining members of the tenant's household. The landlord may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program.

The landlord may require any tenant to show evidence that any non-adult member of the tenant household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within timeframes specified by the landlord as a condition for continued

occupancy in the unit. Should a further drug violation be committed by any non-adult person occupying the unit the landlord may require the person to be severed from tenancy as a condition for continued occupancy by the tenant.

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

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

(e) **Domestic Violence:** It is further understood that domestic violence will not be tolerated and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements. The Landlord may require any Tenant or other adult member of the tenant household (or other adult or non-adult person outside the Tenant's household who is using the unit) who commits an act of domestic violence to vacate the leased unit permanently, within time frames set by the Landlord, and not thereafter enter upon the housing project or rental unit without the Landlord's prior written consent as a condition for continued occupancy by the remaining members of the Tenant's authorized household. The Landlord may deny consent or entry unless the person agrees to not commit an act of domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to domestic violence, or has successfully completed a counseling program.

The Landlord may require any Tenant to show evidence that any non-adult member of the Tenant household occupying the unit, who committed an act of domestic violence, agrees to not commit an act of domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling program, complying with court orders related to domestic violence, or has successfully completed a counseling program within timeframes specified by the Landlord as a condition for continued occupancy in the unit. Should a further act of domestic violence be committed by any non-adult person occupying the unit, the Landlord may require the person to be severed from tenancy as a condition for continued occupancy by the Tenant.

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

Should any of the above provisions governing an act of domestic violence be found to violate any applicable laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of Tenants afforded by law.

2. NOTICE OF LEASE VIOLATION/TERMINATION: The notice of Lease Violation/Termination will be handled according to the terms of the Lease. Tenants will be given prior notice of eviction according to State or Local Law. The notice must:

- (a) Include the Tenant name, address of the Premises and the signature of the party giving notice or the signature of the authorized representative.
- (b) Refer to relevant provisions in the Lease or Occupancy Agreement.
- (c) State the violations with enough information describing the nature and frequency of the problem to enable the Tenant or member to understand and correct the problem. In those cases where the Lease or Occupancy Agreement violation is due to the Tenant's failure to pay rent or the member's failure to pay occupancy charge, a notice stating the dollar amount of the balance due on the rent or occupancy charge account and the date of such computation shall satisfy this requirement.
- (d) State that the Tenant or member will be expected to correct the Lease or Occupancy Agreement violation by a specified date.
- (e) State that the Tenant may informally meet with the Borrower or Borrower representative to attempt to resolve the stated violation before the date of corrective action specified in the notice.
- (f) Advise the Tenant that if he or she has not corrected the stated violation by the date specified, the Borrower may seek to terminate the Lease or Occupancy Agreement by bringing forth a judicial action, at which time the Tenant or member may present a defense.
- (g) Include the location and regular office hours during which the Tenant (or counsel) may view its file and copy any information it contains to aid in the Tenant's defense.
- (h) The notice shall be accomplished by: (1) personally serving a copy on the Tenant; (2) by leaving a copy with a person of reasonable age and discretion who is present in the Tenant's residence and mailing a copy of the notice to the Tenant at the place of

residence; or (3) if no one is at the Tenant's residence, by posting a copy of the notice in a conspicuous place at the property and mailing a copy to the Tenant at the address of the residence.

3. DAMAGES: Whenever damage is caused by carelessness, misuse, abuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges.

4. EXAMINATION OF PREMISES:

(a) Tenant acknowledges that Tenant has thoroughly examined the Premises and all personal property situated therein, and that no statements or representations not herein expressed as to the past, present, or future condition or repair thereof, or of any building of which Premises is a part have been made by or on behalf of Management. By taking possession hereunder, Tenant acknowledges that the Premises are ready for occupancy and in good, sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such personal property except as noted in the Move In/Move Out Inspection Form, a copy of which shall be given to Tenant at the time of move in and move out. The Tenant has been given the opportunity to accompany the Resident Manager to inspect the Premises at the time of move-in and has helped the Resident Manager fill out the form. Tenant's signature on the Move-In Inspection Form acknowledges that the form accurately shows the condition of the Premises. At the time of move-out the Tenant will again have the opportunity to accompany the Resident Manager to inspect the Premises. Tenant's signature on the Move-Out Form will acknowledge that the form accurately shows the condition of the Premises at the time of move-out and not that Tenant agrees with the charges, if any, against Tenant's security deposit. If tenant does not take the opportunity to accompany the management to inspect the premises at move-out, then the move-out will be according to California Laws.

(b) The Tenant agrees to surrender the Premises (including keys) to Management at the end of occupancy in as good condition as when unit was received, reasonable wear and tear accepted.

(c) The Owner shall provide maintenance services as follows:

1. The property and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of the Tenant, shall be maintained in a decent, safe and sanitary condition, in compliance with California State and local laws, Rural Development regulations and Federal fair housing requirements. The Owner shall respond in a reasonable time to calls by the Tenant for services consistent with said obligation. Where applicable (as in cases of multi-unit buildings), such maintenance with respect to common areas, facilities and equipment shall include cleaning, maintenance of lighting and equipment, and maintenance of grounds, lawns and shrubs. A grievance may be filed by a Tenant or Tenants for failure of the Management to provide adequate maintenance (see Section III, 9 herein).

Where a repair is the responsibility of the Landlord and constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2, Tenant must notify Landlord with a written notice stating what item (s) need servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item (30 days). If the repairs which constitute a substantial breach of the warrantee of habitability have not been completed within 30 days, the Tenant after the 30th day may repair and deduct the expenses of such repairs from the rent, or Tenant may vacate the Premises, in which case he/she shall be discharged from further payment of rent, or performance of other conditions. This remedy shall not be available to the Tenant more than twice in any 12 month period and shall not exceed the amount of one month's rent.

2. Where security equipment and services are to be provided by Owner, they are as follows: (specify, or state "None") "None".
3. Routine extermination services shall be provided by Owner as conditions may require. If such service is to be provided on a schedule, it is as follows: (specify, or state "No Schedule") "No Schedule".

5. INSPECTIONS AND REPAIRS:

(a) Upon receipt of prior notice from the Management, the Tenant shall permit the Owner, or Owner's agents, State or Federal agencies, or any representative of a holder of a mortgage on the property, to enter the Premises for the purpose of making reasonable inspections and repairs, EXCEPT that the Owner, or Owner's agents, shall have the right to enter the Premises without prior notice if;

(1) Tenant has abandoned the Premises or surrendered the Premises or

(2) Management reasonably believes that an emergency exists which required such entrance. In case of emergency, the Management must promptly notify the Tenant in writing of the date, time and purpose of such entry, and of the urgency which necessitated it. Other than in emergencies, 24-hour advance notice shall be presumed to be reasonable notice.

(Refer to Section IV, "Additional Tenant Mutual Covenants", 5., "Right of Entry and Inspection")

6. CASUALTY: If the rental unit becomes uninhabitable due to fire or other disaster, the Landlord has the right to repair the unit/building or terminate the Lease as of the date the rental unit becomes uninhabitable. Tenant may be eligible for a Letter of Priority Entitlement. A prorated portion of any pre-paid rent shall be refunded to the Tenant.

7. OCCUPANCY RULES: The Occupancy Rules attached hereto shall be treated and observed by Landlord and Tenant as part of this Lease. Proposed changes of any Occupancy Rules must be made available to Tenant at least 30 days in advance of implementation.

8. APARTMENT HOUSE RULES: The Apartment House Rules attached hereto are made a part of this Agreement, and Tenant agrees to abide by each and all such rules and by any amendment thereto of which Tenant is properly notified in writing. This also applies to "Pet Rules" for pet friendly projects or projects designated for elderly persons.

9. GRIEVANCE PROCEDURE: Any Tenant grievance regarding matters specified by 7 C.F.R 3560.160 shall be processed in accordance with the requirements stated therein (such Section is incorporated herein by reference), which Landlord shall post in its rental office or another conspicuous place. In accordance with 7 C.F.R. 3560.160(b)(2)(v), lease violations by the Tenant that would result in the termination of tenancy and eviction are not subject to the grievance procedure of that Section.

10. OTHER CHARGES OWED BY TENANT: Landlord agrees to accept the tenant contribution towards rent charges prior to payment of other charges that the tenant owes. Landlord may seek legal remedy for collecting other charges accrued by the tenant.

11. FORECLOSURE OR LIQUIDATION: In the event of foreclosure, liquidation, or acceleration, the terms of the lease will remain in effect until the date of foreclosure, liquidation, or acceleration is resolved.

12. NOTICES: All written notices provided by Landlord or Tenant must be delivered in one of the following ways: 1) regular first class mail, 2) personal delivery, or 3) posted on the rental unit or rental office.

13. DISCRIMINATION: The Owner shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, ethnicity, age, familial status, marital status or physical or mental handicap (tenant must possess capacity to enter into legal contract). This complex is financed by the USDA-Rural Development and is subject to Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1973. All complaints are to be directed to the Administrator, RHS, USDA, Washington, D.C., 20250. However, complaints of Fair Housing violations may be sent to the Secretary of Housing and Urban Development, Washington, D.C., 20410.

14. MODIFICATION OF RENTAL AGREEMENT: The Agreement may be modified by serving an appropriate notice to Tenant together with the tender of a revised Lease or an addendum revising the existing Lease. A 30-day notice is required. Tenant has a right to appeal any Lease modification in accordance with USDA-RD Tenant Grievance and Appeals Procedure (see Section III, 9 Grievance Procedure), if the modification will result in a denial, substantial reduction, or termination of benefits being received.

15. ABANDONMENT OF UNIT AND PERSONAL PROPERTY: In the event the Tenant is absent from the apartment unit for fourteen (14) consecutive days and is in default in the payment of rent during said period, the apartment unit shall be deemed abandoned by Tenant.

Any and all property of Tenant which may be left in the apartment or the buildings after the termination of this Lease or termination of Tenant's right of possession for any reason may be handled, removed, or otherwise disposed of by Owner according to State law. Owner shall in no event be responsible for any property left in the apartment or the buildings by Tenant. Tenant shall pay to Owner upon demand all expenses incurred in such disposition, including a reasonable charge for storage.

A Tenant household's tenancy still exists during the time that the Tenant household's personal possessions remain in the apartment unit after the Tenant household has personally ceased occupancy with the intent to vacate and leave the project, until such time the personal possessions have been removed voluntarily or by legal means, subject to the provision of State or Local law.

16. This Section Intentionally Left Blank.

17. WAIVER OF AGREEMENT PROVISIONS: Failure of the Owner to insist upon the strict performance of the terms, covenants, Agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Owner's right thereafter to enforce any such term, covenant, Agreement, or condition, but the same shall continue in full force and effect.

18. MEGAN'S LAW: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain, for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a Sex Offender Identification website, www.meganslaw.com, through which inquiries about individuals may be made.

19. SALE OF PROJECT: In the event the housing project in which the rental unit is located is sold to a third party buyer approved by Rural Development, this Lease will be transferred and assigned to the new third party owner of the project. No increase in tenant contribution to rent will take place due to prepayment of the Rural Development loan during term of this Lease.

IV. ADDITIONAL TENANT MUTUAL COVENANTS:

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

1. NO ASSIGNMENT AND USE LIMITATIONS: Use Limitations: Tenant shall not assign this Lease, nor sublet or transfer possession of the rental unit or any portion thereof, nor sell or give accommodation to roomers, boarders, or lodgers, nor permit the use of the rental unit for any other purpose than a private dwelling solely for the Tenant and the persons named in Section II.(2) of this Lease, and shall not use the premises for illegal activity under Federal, State or local law, or other activity which impairs the physical or social environment of the housing project.

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

2. MAINTENANCE OF PREMISES: (THIS SECTION MUST BE INITIALED AND DATED)
 Tenant shall keep the rental unit and the appliances, appurtenances and fixtures thereon in a clean and sanitary condition at all times, and shall dispose of all trash and garbage in a sanitary manner, and shall maintain the rental unit in a manner satisfactory to the Landlord. Tenant must promptly complete and Tenant: submit to Landlord a Work Order Request for unit repairs and replacement. For routine maintenance Landlord: items, Landlord must initiate action to complete repairs and replacements within 10 days of receipt of a Work Order. For emergency requests for repairs and replacements, Landlord must initiate action within 24 hours. Work Orders must track date of request, items of repair/replacement, assignment of work, date completed, and signature of Landlord and Tenant. It is the Landlord's responsibility for the proper maintenance of all exterior and interior emergency warning devices, i.e., smoke alarms, fire alarms, and handicap devices for the deaf.

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

3. REPAIRS TO UNIT: (THIS SECTION MUST BE INITIALED AND DATED)
 Tenant shall not make any repairs or alterations to the rental unit without the written consent of the Landlord, shall not display any signs whatsoever, and shall not use any tacks, nails or screws, cements or other fasteners in any part of the rental unit, except with permission of the Landlord. All alterations, additions or improvements to the rental unit, including, but not limited to all locks, bolts, towel and bar racks, traverse and curtain rods, made by Landlord or Tenant (unless Landlord shall otherwise elects) shall become property of the Landlord and are to be surrendered with the rental unit at the termination of this Lease. Tenant shall be liable for all damage that is done to the rental unit or housing project (other than normal wear and tear) as a result of acts of the Tenant, act of members of Tenant's household, or of acts of Tenant's guests. Tenant shall be liable for and pay to Landlord any reasonable expenses thereby incurred by Landlord within 10 days of written notice of demand.

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

4. ALTERATIONS/ FIXTURES: (THIS SECTION MUST BE INITIALED AND DATED)
 Tenant shall not use or install any auxiliary freezing unit, dishwasher, washing machine, dryer, air conditioner or other appliance, appurtenance, or fixture in the rental unit without prior approval of the Landlord in writing. No attachments may be affixed to the exterior of the buildings without prior written consent of Landlord. Without prior written approval of Management, the Tenant shall not make any alterations or otherwise redecorate or make alterations, additions, or improvements in or to the property.

	Initials	Date
Tenant:	_____	_____
	_____	_____
Mgr.	_____	_____

5. RIGHT OF ENTRY AND INSPECTION: (THIS SECTION MUST BE INITIALED AND DATED)
 Tenant shall permit the Landlord or its representatives to enter the rental unit during all reasonable hours to conduct periodic inspections. Tenant shall not refuse a reasonable request of the Landlord or its representatives to enter the rental unit at any reasonable time for the purpose of determining whether the rental unit is being used in violation of any of the terms of this Lease, to inspect the general condition of the rental unit, to make repairs or alterations as deemed necessary, or to show the rental unit to prospective tenants or purchasers. (Refer to Section III, "Landlord and Tenant Additional Mutual Covenants", 5., "Inspections and Repairs".

V. GENERAL LEASE INFORMATION:

This section of the Lease Agreement is to inform you of general policies related to your tenancy, and to establish the relationship between you as a tenant and the owner. Conditions for your occupancy are outlined in this Lease Agreement. "Lessee" may be referred to as "Tenant" and "Landlord" may be referred to as "Owner" or "Landlord" and includes its authorized agent throughout this Lease Agreement. You are advised that all conditions of this Lease Agreement are applicable to all members of your household, including any pets. No one may join your household without the prior written consent of management.

This Lease Agreement covers a one-year period from the date of execution, and must be executed prior to the initial date of move-in. After the initial term ends, this Agreement will continue for successive terms of one year each or it is terminated in accordance with the terms of this lease. If the lease is continued after the initial term ends, then the amount of tenant rent will be determined in accordance with a current Form RD 3560-8, Tenant Certification. The terms and conditions of this lease may only be modified in accordance with Section VI. This project was financed by USDA's Rural Development and Rural Development has the right to further verify any information pertinent to this lease agreement.

Eligibility requirements must be determined prior to the effective date of this Lease Agreement. Tenant must complete an Application for Housing, and provide information concerning income, assets, medical, child care, and disabled assistance expenses and all household member information. The tenant understands that rental rates are established on Form RD 3560-8, which is an attachment to this Lease. The tenant agrees to submit to annual recertification of income and eligibility, or as requested. An advance written notice will be issued by the Landlord 75-90 days prior to the annual recertification. The tenant agrees to cooperate with the above process. For tenants receiving HUD Section 8 Assistance, HUD Form 50059 and Form RD 3560-8 will be completed.

If the tenant's household composition changes and is no longer eligible to remain in the unit per the Occupancy Standard established for this property, tenant must vacate the unit within 30 days of written notification from Landlord, or at the expiration of the Lease, whichever is greater. However, tenant may remain in the unit until a suitable size unit becomes available and the Landlord issues a 30 day written notice to relocate. Tenant agrees to move at tenant's own expense, unless otherwise agreed by Landlord in writing. Any other exceptions concerning temporary continuation of occupancy must be approved by Landlord and Rural Development.

Rent Changes: Rent rate changes must be approved by Rural Development prior to implementation. You will receive an initial 60day advance notice before implementation of any rent rate change.

Escalation Clause: If a rent rate change to Basic or Note Rate Rent is approved by Rural Development prior to the expiration of your lease, due to changes in project operating costs, your net contribution may be adjusted. Your tenant contribution may also be changed prior to the expiration of the lease due to changes in tenant status or failure to properly recertify. Form RD 3560-8, Tenant Certification, will be completed to document the changes in Net Tenant Contribution. The following conditions would not cause a change in the tenant's Net Tenant Contribution: 1) Monetary or non-monetary default of the Owner. 2) Suspension, Cancellation, or Termination of Federal subsidies (Rental Assistance or Interest Credit) paid to the owner or management agent on behalf of the tenant. 3) Prepayment of the Agency loan by the Owner. 4) Foreclosure, liquidation, or acceleration of the Owner's Promissory Note.

Designated Owner Contact: Complaints should be directed to the management agent listed below:

MBS Property Management, Inc.
P.O. Box 980338
West Sacramento, CA 95798
(916) 373-9400

Maintenance Requests: Requests for maintenance in your unit should be directed to the site manager listed below. If no timely response is received (2 weeks), contact the management agent at the above address and phone number.

1. RECEIPT OF SIGNED AGREEMENT AND ATTACHMENTS: By affixing his or her signature hereto, Tenant acknowledges receipt of an executed copy of this Agreement, a copy of the Apartment House Rules and regulations and all Addenda listed below and marked as attached.

2. ATTACHMENTS TO AGREEMENT (if applicable): By initialing, Tenant acknowledges (1) receipt of a copy of the addendum referred to and has read and understands the document, and (2) the addendum is incorporated into the Agreement as though fully set forth at length.

- | | |
|--------------------------------------------------------|-----------------------------------------------|
| a. _____ Apartment House Rules | h. _____ Occupancy Rules |
| b. _____ Drug Free Housing Addendum | j. _____ Apartment Inspection Report |
| c. _____ USDA-RD Interest Credit Addendum | k. _____ Tenant Certification |
| d. _____ USDA-RD Rental Assistance Program Addendum | l. _____ Pet Addendum |
| e. _____ LIHTC Addendum | m. _____ Lead Based Paint Warning Statement |
| f. _____ HUD/PHA Section 8 Housing Assistance Payments | n. _____ Proposition 65 |
| g. _____ State of California HCD-RHCP Addendum | o. _____ Cleaning Prior to Move Out Statement |
| h. _____ State of California HCD-MHP Addendum | p. _____ Other: _____ |

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Borrower's Authorized Representative Date



"This institution is an equal opportunity provider, and employer."

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD)."



ADDENDUM TO LEASE

Effective: _____

Rural Development – RENTAL ASSISTANCE

The following additional provisions are incorporated in full in the Lease between, _____ hereinafter called "Owner/Agent" and _____, hereinafter called "Tenant", for the premises known as _____, at _____, California.

In case of any conflict between these and any other provisions of the Lease, these provisions shall prevail. The tenant agrees to the following:

"I understand and agree that as long as I received rental assistance, my gross monthly tenant contribution (as determined on the latest Form Rural Development 3650-8, which must be attached to this lease) for rent and utilities will be \$ _____. If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance of \$ _____ will be deducted from my gross monthly tenant contribution and my resulting net monthly contribution will be \$ _____. If my net monthly tenant contribution would be less than zero, the lessor will pay me a maximum of \$ _____ (amount of utility allowance).

"I also understand and agree that my monthly tenant contribution under this lease may be raised or lowered, based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this lease. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Owner/Agent and Rural Development expires, I understand and agree that my monthly tenant contribution may be adjusted to no less than \$ _____ (Basic Rent) nor more than \$ _____ (Note Rate Rent) during the remaining term of this lease, except that based on the escalation clause in this lease these rental rates may be changed by a USDA Rural Development (USDA -RD) approved rent change."

"I understand that the adjusted monthly tenant contribution may be adjusted for the reasons stated in the paragraph above without the necessity of a thirty (30) day notice indicating those increases."

Authorized Representative

Tenant

Date

Date

Tenant

Date



"This institution is an equal opportunity provider, and employer."

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD)."

3.02/ 2-11



HOUSE RULES FOR:

DWELLING UNIT NO.: _____

VEHICLE PARKING SPACE NO.: _____ (if applicable) STORAGE AREA NO(S): _____ (if applicable)

RESIDENT: _____

OWNER/AGENT

MBS Property Management – Agent

P.O. Box 980338, West Sacramento, CA 95798-0338

TELEPHONE

NORMAL HOURS: Monday through Friday 8:00 a.m. to 5:00 p.m.

EMERGENCY: (916) 373-9400

RESIDENT MANAGER

NAME: _____

ADDRESS: _____

OFFICE HOURS / TELEPHONE

NORMAL HOURS: Monday through Friday 9:00 a.m. to 3:00 p.m.

PHONE: _____

EMERGENCY: _____

HOUSE RULES

Residency at this apartment development carries with it a pride of belonging to an active apartment housing community. Your accommodations are the most modern and energy conservative residential units of their kind to be found in the area. Every effort has been made and will continue to be made to make your residence here pleasant and comfortable.

Your support and cooperation as a tenant is of utmost importance in order to promote harmonious and pleasant living conditions within the development. The observance of the minimum requirements and guidelines set forth herein will help you, your fellow neighbor, and the management maintain this apartment development as an outstanding place to live.

GENERAL INFORMATION: Resident agrees to abide by all property rules and regulations, whether promulgated before or after the execution hereof of the Lease-Rental Agreement.

OFFICE HOURS: The Manager's office is open on the days posted. Office hours are as posted at the office and/or on the bulletin board. In case of emergency, the manager can be contacted after office hours.

RENT AGREEMENT

RENT: All rent is due and payable no later than the first calendar day of each month. PLEASE PAY RENT WITH A CHECK OR MONEY ORDER made payable to _____. PLEASE KEEP YOUR RENT RECEIPTS IN ORDER TO RESPOND TO ANY AUDITS.

MOVING: Moving in and out of an apartment is to be accomplished between the hours of 8:00 a.m. and 5:00 p.m.

DELIVERIES: Tenants desiring tradesmen, or others, to enter their apartment during their absence must leave their key at the Manager's office and complete an admittance authorization slip. This is done for your protection.

AUTOMOBILE REGISTRATION: Tenant agrees to keep the Management informed of any changes in vehicle ownership, if Tenant parks such vehicle on the premises.

PARKING: Automobiles shall be parked only in the off-street parking areas designated by the Owner/Agent. The parking of motorcycles, boats, trailers, or commercial vehicles anywhere on the premises is prohibited, unless authorized by the Management. Auto repairs, except for the changing of flat tires and other minor adjustments (no changing of oil); are not permitted on the premises. Vehicles will be kept in working condition while on the premises. Residents shall park in designated parking places only (if applicable to this complex), and ask VISITORS to use guest parking or to park on the street. Management will enforce assigned parking by appropriate legal action.

The speed limit is no more than 5 miles per hour at all times.

Joy riding, racing, or any other form of activity that, in the Management's opinion, is dangerous or a hazard to other residents or the property is expressly forbidden.

Parking spaces marked for the HANDICAPPED with the wheelchair symbol are STRICTLY FOR THE HANDICAPPED/DISABLED and require a special license plate from the Department of Motor Vehicles. Violators may be ticketed by local law enforcement.

No parking is allowed in a RED ZONE or in front of any DUMPSTER. This prevents other tenants from easy access to their parking spaces. If a vehicle prevents the GARBAGE PICKUP, the tenant will be billed for the cost of having the truck come out again.

The Owner/Agent reserves the right to have any vehicle removed from the premises at the expense of the Tenant for failure to comply with any parking regulation.

LAUNDRY ROOM: Laundry room facilities are to be used only during the posted hours. It is requested that all Tenants observe the designated hours. The facilities are for the exclusive use of the Tenants. Let's take good care of these facilities and promptly report any difficulties to the Management.

APPLIANCES: No clothes washing machines, clothes dryers, dishwashing machines, additional refrigerators, air conditioning or any other electrical items are permitted in the apartments. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended.

TRASH CONTAINERS: Trash containers are located in the collection areas for the convenience of Tenants. Please place your trash in the containers and break down large objects, such as cardboard cartons. Let's keep our complex clean and neat. Children are not to take trash to the containers unless they are capable of placing the trash inside the container. Next to or around the container is not acceptable.

WALKWAYS: Walkways are for pedestrian use only. No skate boarding, bicycling, scooter riding or rollerblading allowed on the walkways. Please help keep the walkways clear of children's toys, etc. Use the walkways and do not take short cuts.

APARTMENT PORCHES AND ADJACENT AREAS: Tenants may place door mats on their own porches. It is the responsibility of each Tenant to keep their own porch and entrance walkway clean and free of debris, snow and ice. Do not litter the grounds or common areas of the project.

CHILDREN: As a Tenant, you are responsible for your children and your guest's children's actions. Young children are to be always accompanied by an adult. It is your responsibility to monitor the activities and location of your children and your guest's children.

CHILDREN'S PLAY AREA: The Tenants are responsible for supervising and instructing their children and the children of their guests in the proper use of the play equipment. Playground and grass areas are designated as recreational areas.

TENANT, GUEST, AND CHILDREN BEHAVIOR: Tenants, guests and children shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other tenants, occupants, guests, invitees, or directed at Management, its agents, its employees, or vendors. Tenants are accountable for the actions of their guests.

This agreement may be terminated 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.

ALTERATIONS: No alterations of any kind are permitted without the written consent of the Management, e.g., painting, wall papering, installing your own draperies, etc. Small nails may be used to hang pictures. Do NOT use tape of any type on the walls. Shelf paper must be removable. Do NOT use "contact paper" or adhesives of any type. Do NOT hang items from the ceiling. See Lease section on "Alterations".

OUTWARD APPEARANCE:

- No signs, posters, illumination, advertisement, aluminum foil or paper, television, stereo or radio antennas or aerials, wiring, or any other equipment or lettering shall be in any manner affixed to or exposed on or at any door, window or exterior walls of the unit (except burglary prevention notices), or elsewhere on the property or buildings, so as to be visible from the outside of the building by other residents.
- Garbage cans, milk bottles, brooms, mops, cardboard boxes, and similar articles are to be kept inside the apartment and out of view.
- Towels, rugs, clothing, and other similar articles are not to be hung from windows, railings, balconies, bushes or fences.
- Tenants shall not erect any external television or radio antenna. Any installation and/or location of a satellite dish **MUST** be approved by Management.

SOLICITATION: Soliciting is not permitted on the premises. In the event the Management gives express permission to an individual or organization to solicit in the development, the individual will be given an authorization memo.

NO POSTING: The posting of signs, notices, etc., on the premises is restricted to the bulletin board and must request permission from Management prior to posting.

NOISE: No Tenant will make or allow disturbing noises upon the premises by himself, his family, employees, agents, visitors, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Tenants. No Tenant shall play upon or allow to be played upon, any musical instrument or operate or allow to be operated a record player, stereo equipment, radio, or television in the premises between the hours of 10:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the development. No Tenant shall conduct or permit to be conducted any vocal or instrumental instruction at any time. Let's all be considerate of our neighbors in this regard and we will all enjoy our residence.

TELEPHONE: Tenant agrees to keep the Management informed of the Tenant's current telephone number installed within their apartment.

ADDRESS: Tenant agrees to keep the Management informed of the Tenant's current mailing address.

LOCK OUTS: Lock outs, occurring after normal office hours, will be charged a fee as posted up to the reasonable hour of 10:00 p.m. Persons locked out after 10:00 p.m. will also be charged a fee as posted or they may call a locksmith to open the door for them.

LOCKS: No Tenant shall alter any lock or install a new lock or knocker on any door of the premises without the written consent of the Owner/Agent, or Management; and if installed, they shall not be removed. In case such consent is given, the Tenant shall provide the Management with a key for the use of the management pursuant to the Management's right to access the premises.

Door and mailbox keys must be returned to the Resident manager when Tenant vacates. If not, Tenant shall be charged for the cost of changing the locks and replacing the keys.

PETS: No pets of any kind are permitted in the apartment or upon the premises without written consent of the Management.

ALCOHOL: Open containers of alcohol are strictly prohibited outside the unit on the premises. If it is determined by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, it may be grounds for eviction.

MAINTENANCE: Report all needed repairs immediately. (ie. plumbing, light fixtures, appliances, heating and cooling equipment) Requests for routine maintenance should be made in person to the Management during normal office hours. Complete a written work order, as supplied, for this purpose. Every effort will be made to comply with the request within a 24-hour period. Emergencies, of a health and/or safety nature should be reported immediately, regardless of the hour, through the emergency number.

Before washing or cleaning walls, draperies, or carpets, Tenant shall ascertain from the Resident Manager the appropriate method or acceptable firms for performing such work. Resident shall be responsible for any damage caused by the employment of an improper method or firm and for the cost of redoing the work if the method or firm employed is unsatisfactory.

UNIT TRANSFERS:

1. **Changes in household composition.** In accordance with the Lease, when a household no longer meets site occupancy standards for its unit because members have moved in or moved out, Management will ask the household to transfer to an appropriately sized unit if:
 - a. An appropriately sized unit becomes available;
 - b. The transferring household isn't planning to move out within the next three months.

Households that refuse to transfer under the above circumstances will be subject to all of the following actions: 1) They will lose their housing assistance. 2) Be required to pay market rent for their current unit. 3) Have eviction proceedings initiated against them.

2. **Households with disabled members.** In accordance with HUD rules, households with a physically disabled member may request a transfer to a specially adapted or accessible unit. Households must provide the name and address of a health care provider from whom Management can request verification that a member is disabled and needs a specially adapted or accessible unit. If Management receives verification from a health care provider, Management will allow the household to transfer to the next available specially adapted or accessible unit.
3. **Households without disabled members in accessible units.** In accordance with the lease, if a household that doesn't include a physically disabled member occupies a unit specially adapted for, or accessible to, the physically disabled, the household must transfer to another unit if a household with a disabled member requires the specially adapted or accessible unit.
4. **Transfer for other reasons.** Households requesting transfer for reasons other than those described above are responsible for the cost of the transfer, payable when an appropriately sized unit becomes available for the transfer. In addition, transfers for reasons other than those stated above will be approved on a case by case basis.

EMERGENCIES: Emergencies affecting the premises should be promptly reported to the Management. Emergencies occurring after office hours should be phoned to the emergency number. Tenants are cautioned to use discretion in reporting emergencies after office hours as ONLY **ABSOLUTE** emergencies will receive attention after regular hours.

REQUESTS: Requests and complaints are to be made to the Resident Manager who, if necessary, will in turn notify the proper parties.

WE HOPE YOUR RESIDENCY WITH US WILL BE A LONG AND PLEASANT ONE.

IN ACCORDANCE WITH PARAGRAPH III, 8. OF THE BASIC LEASE-RENTAL AGREEMENT, THESE HOUSE RULES NOW BECOME A PART OF YOUR LEASE-RENTAL AGREEMENT.

TENANT: _____ (Signature as on Lease)	Date: _____
TENANT: _____	Date: _____
TENANT: _____	Date: _____
MANAGEMENT: _____ (Authorized signature)	Date: _____



"This institution is an equal opportunity provider, and employer."

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD)."



ANIMAL /NO ANIMAL DECLARATION

☐ I DO HAVE AN ANIMAL (complete ANIMAL REGISTRATION form)

List Animal: _____

Applicant Signature

Date

Print Name

I (we) hereby acknowledge by my (our) signature(s) appearing below that I (we) have received, read and understand this Animal Policy and will comply with the terms herein set forth.

Applicant Signature

Date

Print Name

☐ I DO NOT HAVE AN ANIMAL

I (we) hereby acknowledge by my (our) signature(s) appearing below that I (we) understand I (we) must adhere to the animal policy and if I (we) wish to have a animal I (we) must obtain prior permission from the site manager and sign a Animal Policy and Agreement.

Applicant Signature

Date

Print Name



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3.40/4-11



PET ADDENDUM

The following additional provisions are incorporated in full in the lease between _____, herein after called "Owner/Agent" and _____, hereinafter called "Tenant", for the premises know as Apartment# _____, at _____, California.

In case of any conflict between these and any other provisions of the lease, these provisions shall prevail.

The following Addendum for MBS Property Management was adopted from a format developed by the Association of HUD Management Agents. This is a guide, which may be used for developing Pet Rules and Agreements in existing projects or may be used as an "interim" pet rule for newly developed senior citizen projects prior to being able to develop final rules with tenant participation. The keeping of pets is neither required nor recommended for USDA or HUD family projects, but is required for senior citizen designated projects per the Housing Urban Rural Recovery Act of 1883.

PET POLICIES:

1. SELECTION CRITERIA:

- A. **APPROVAL:** Prior to accepting a pet for Residency in the project, the pet owner and the project Owner/Agent must enter into a "PET AGREEMENT" (Exhibit A). In addition, the pet owner must provide to the project Owner/Agent and/or his/her agent proof of the pet's good health and suitability under "Basic Guidelines" in criteria. In addition, for the case of dogs and cats, proof must be given, and renewed annually, of the animal's licensing and vaccination record together with proof of spaying or neutering.

B. BASIC GUIDELINES:

1. The following types of common household pets will be permitted under the following criteria:

a. Dogs

1. Maximum number – one (1)
2. Maximum adult weight – 25 lbs
3. Must be housebroken
4. Must be spayed or neutered
5. Must have all required vaccinations
6. Must be licensed

OR

b. Cats

1. Maximum number – one (1)
2. Must be spayed or neutered
3. Must have all required vaccinations
4. Must be trained to the litter box

OR

c. Birds

1. Maximum number – two (2)
2. Must be maintained inside of cage at all times

OR

d. Fish

1. Maximum aquarium size – 20 gallons
2. Must be maintained on approved stand

2. Selection is limited to one approved pet from only ONE category from above.
3. No other kinds of pets may be kept by Tenants on the premises of this project.

4. Any Tenant residing at this project prior to the implementation of these policies that has more than the allowable number of pets permitted under this rule will be permitted to keep those pets. However, any pets exceeding the allowable number cannot be replaced subsequent to the implementation date of these policies.

Any Tenant acquiring a pet subsequent to the implementation date of these policies shall comply with these guidelines.

2. PET DEPOSIT:

- A. A pet deposit of \$_____ shall be required for all dogs and cats.
Management reserves the right to change this deposit amount consistent with state or federal guidelines at any time.

A pet deposit of \$_____ shall be required for all birds and fish.
Management reserves the right to change this deposit amount consistent with state or federal guidelines at any time.
- B. Tenant's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the Tenant will be required to reimburse the project for the real cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.
- C. All units occupied by a dog or cat will be fumigated upon being vacated. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the pet owner. Infestation of adjacent units or common areas attributable to a specific pet shall be the responsibility of the pet owner who shall be liable for the cost of correcting the infestation.

3. PET RULES:

- A.
 1. Dogs and cats shall be maintained within the Tenant pet owner's unit. When outside, the pet shall be kept on a leash and under the control of the Tenant AT ALL TIMES. Under no circumstances shall any cat or dog be permitted to roam free in any common area.
 2. All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in sealed plastic trash bags and placed in trash bins. Cat litter shall be changed at least every two (2) days.
Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or cleanup of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner. (ALTERNATE: ALL PET WASTE NOT CONTAINED IN A LITTER BOX SHALL BE CONFINED TO A SPECIFIED "PET RUN" AREA. No pet owner shall permit his/her pet to commit a nuisance in any other part of the exterior or interior common area.)
 3. Tenant pet owners agree to be responsible for immediately cleaning up any dirt tracked through the common area lobby, halls or elevators by his/her pet.
 4. Pet owners shall keep their pets under control at all times. Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet and agree to hold the Owner/Agent and management harmless in such proceedings.
 5. Tenant pet owner's agree to control the noise of his/her pet such that it does not constitute a nuisance to other tenants. Failure to so control pet noise may result in the removal of the pet from the Premises.
 6. No pet shall be left unattended in any unit for longer than 12 hours.
 7. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the SPCA or other appropriate authority and will be removed from the Premises at the pet owner's expense.
 8. The event of a Tenant's sudden illness, the Tenant pet owner agrees that management shall have discretion with respect to the provision of care to the pet consistent with federal guidelines and at the expense of the pet owner unless written instructions with respect to such area are provided in advance by the Tenant to the project office and all care shall be at the Tenant's expense.
 9. In the event of the death of a Tenant, the Tenant pet owner agrees that management shall have discretion to the dispose of the pet consistent with state guidelines unless written instructions, with respect to such disposal, are provided in advance by the resident to the project office.
 10. Unwillingness on the part of named caretakers of a pet per items No. 8 and No. 9 of this section to assume custody of the pet shall relieve management of any requirement to adhere to any written instructions with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with any state or local guidelines.

11. Tenant pet owners acknowledge that other Tenants may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The Tenant therefore agrees to exercise common sense and common courtesy with respect to such other Tenant's right to peaceful and quiet enjoyment of the Premises.
12. Management may move to require the removal of a pet from the Premises on a temporary or permanent basis for the following causes:
 - a. Creation of a nuisance after proper notification consistent with Section 4 of these Pet rules.
 - b. Excessive pet noise or odor with proper notification.
 - c. Unruly or dangerous behavior.
 - d. Excessive damage to the Tenant's apartment unit and/or project common areas.
 - e. Repeated problems with vermin or flea infestation.
 - f. Failure of the Tenant to provide for adequate care of his/her pet.
 - g. Leaving a pet unattended for more than 12 hours.
 - h. Failure of the Tenant to provide adequate and appropriate vaccination of the pet.
 - i. Tenant death and/or serious illness.
 - j. Failure to observe any other rule contained in this section and not here listed upon proper notification.
13. Pets of visitors/guest not owned by the Tenant and properly admitted and registered with and by the management are strictly prohibited with the exception of service animals such as Seeing Eye dog.

B. Birds:

1. Must be kept caged at all times.
2. Waste must be disposed of in sealed plastic trash bags and placed in trash bins.
3. Excessive noise shall not be permitted.

C. Fish:

1. The aquarium shall not exceed 20 gallons and shall be placed on a management approved stand in a safe Location within the unit.
2. Water damage to walls, carpets, flooring, or the ceiling of the unit below caused by breakage or spillage of Or from the aquarium shall be the responsibility of the tenant who shall be billed for repair costs as required.
3. Water damage to walls, carpets, flooring, or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the tenant who shall be billed for repair costs as required.

4. **NOTIFICATION POLICY:** In the event that any pet owner violates their pet rules, management shall provide notice of such violations as follows:

A. CREATION OF A NUISANCE:

1. The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given no more than five (5) days to correct such nuisance.
2. Consistent with state and local ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance within the five (5) day compliance period.

B. DANGEROUS BEHAVIOR:

1. Any pet which physically threatens and/or harms a resident, guest, staff member, or other authorized person present upon the project grounds shall be considered dangerous.
2. Management shall provide written notification to the pet owner of dangerous behavior and the pet owner shall have no more than five (5) days to correct the animal's behavior or remove the pet from the Premises.

3. Consistent with state and local ordinance, management shall take appropriate steps to remove a pet from the Premises in the event that the pet owner fails to correct the dangerous behavior of his/her pet within the compliance period.
4. ANY PET WHICH CAUSES PHYSICAL HARM TO ANY RESIDENT, GUEST, STAFF MEMBER, OR OTHER AUTHORIZED PERSON PRESENT UPON THE PROJECT GROUNDS SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES BY MANAGEMENT.
5. TO ADHERE TO INSURANCE REQUIREMENTS ANY PETS CLASSIFIED AS A DANGEROUS BREED WILL NOT BE ALLOWED ON THE PREMISES. Dangerous breeds include but are not limited to any breed that is described as territorial or aggressive or has a known history of such behavior, including but not limited to: Pit Bull and Rottweiler, and any mix thereof.

5. **ATTACHMENTS:**

See Exhibit "A", Pet Agreement
See Exhibit "B", Information Form

Tenant's signature upon these house rules shall constitute permission for management to take this action in the event of bodily injury caused by his/her pet.

AFFIDAVIT

I have read and understand the above pet policies of _____ and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. Where required by management to remove my pet from the Premises, I agree to affect such removal and understand that my failure to do so shall constitute grounds for eviction.

TENANT

DATE

TENANT

DATE

The above named Tenant has read and signed these rules in my presence.

OWNER/AUTHORIZED REPRESENTATIVE

DATE



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**EXHIBIT A
PET AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between _____, Owner/Agent, and _____, Tenant, in consideration of their mutual promises agree as follows:

1. Tenant desires and has received permission from the Owner/Agent to keep the pet named _____ and _____.
2. This Agreement is an Addendum to and part of the Lease between Owner/Agent and Tenant executed On _____, 20____. In the event of default by Tenant of any of the terms of this Agreement, Tenant agrees, upon proper written notice of default from Owner/Agent, to cure the default, remove the pet, or vacate the Premises. Tenant agrees that Owner/Agent revoke permission to keep said Pet on the Premises by giving Tenant proper written notice.
3. As a special security deposit, Tenant agrees to pay Owner/Agent the sum of \$ _____, receipt of which is hereby acknowledge. Owner/Agent may use there from such amount as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be added to the Rental Agreement security deposit, and disbursed thereafter, as required by law. Tenant agrees to pay Owner/Agent for any damages or costs caused by the pet in excess of the security deposit on demand by Owner/Agent.
4. Tenant agrees to comply with:
 - A. The Health & Safety Code;
 - B. All other applicable governmental laws and regulations, such as, but not limited to, licensing, etc.;
 - C. PET POLICIES of facility.
5. Tenant represents that the pet is quiet and housebroken, and will not cause any damage or annoy other Tenants.
6. Tenant agrees that the Pet will not be permitted outside the Tenant's unit, unless restrained by a leash. Use of the grounds or Premises of Owner/Agent for sanitary purposes is prohibited except as posted.
7. Tenant shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to or cause complaints.
8. Tenant agrees to remedy any emergency situations involving pet (e.g., attack by pet on staff member, another Tenant, or a guest) within 24 hours and any nuisance situations within five (5) days.
9. Tenant will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her pet.
10. Any pet left unattended for 12 hours or more or whose health is jeopardized by the Tenant's neglect, mistreatment, or inability to care for the animal shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the Owner/Agents right to enter the Tenant's unit to allow such authority to remove the animal from the Premises. The Owner/Agent accepts no responsibility for any pet so removed.
11. Tenant agrees to maintain Pet in healthy condition and to update PET INFORMATION (exhibit B) on an annual basis.
12. Tenant agrees to indemnify, defend, and hold Owner/Agent harmless from and against any and all claims, actions, suits, judgment, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Tenant's pet.
13. Tenant has read and agrees to comply with the PET POLICIES, which are herein incorporated by reference, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by Owner/Agent.

TENANT

UNIT NO.

DATE

TENANT

DATE

The above named Tenant has read and signed these rules in my presence.

OWNER/AGENT

AUTHOURIZED REPRESENTATIVE

DATE



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**EXHIBIT B
PET INFORMATION**

TENANT'S NAME: _____ UNIT NO. _____
 PET'S NAME: _____ AGE: _____
 DESCRIPTION: _____
 VETERINARIAN'S NAME: _____ PHONE: _____
 ADDRESS: _____
 HOW LONG HAVE YOU HAD THE PET? _____ LICENSE NO: _____

DATE & EVIDENCE OF

<u>TYPE</u>	<u>WEIGHT</u>	<u>CERTIFICATE OF GOOD HEALTH</u>	<u>RABIES</u>
DOG	_____	_____	_____
CAT	_____	_____	_____

<u>TYPE</u>	<u>DISTEMPER</u>	<u>SPAYED/NEUTERED</u>	<u>RABIES</u>
DOG	_____	_____	_____
CAT	_____	_____	_____
BIRDS	_____	_____	_____

AQUARIUM SIZE: 5 10 20 _____ (other) GALLONS

COMMENTS & WARNINGS

Required- Designated Guardian for Pet (Name, address, phone numbers):



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LEASE ADDENDUM FOR DRUG FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

"It is understood that the use, or possession, manufacture, sale or distribution of an illegal controlled substance (as defined by local, State, or Federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereinafter called a "drug violation") may be evidenced upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, state, or Federal law) in any local, state, or Federal Court.

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

The landlord may require any lessee to show evidence that any non-adult member of the tenant household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within timeframes specified by the landlord as a condition for continued occupancy in the unit. Should a further drug violation be committed by any non-adult person occupying the unit, the landlord may require the person to be severed from tenancy as a condition for continued occupancy by the lessee.

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

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

DATE: _____

DATE: _____

MANAGEMENT REPRESENTATIVE

TENANT

TENANT



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SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by
and between, _____ "Owner" (Landlord),
and _____, "Resident". Apartment Number _____.

IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from the Owner the apartment located at:

Apartment Community Address

2. This agreement is an Addendum and is part of the Rental Agreement and/or Lease between Owner and Resident.
3. The apartment is equipped with a smoke detection device(s).
4. The resident acknowledges the smoke detector(s) was/were tested and its operation demonstrated by the management staff in the presence of the Resident at the time of initial occupancy and the detector(s) in the apartment was working properly at that time.
5. Each resident shall perform the manufacturer's recommended test to determine if the smoke detector(s) is/are operating properly at least once a week.
6. Initial ONLY if BATTERY OPERATED: _____

By initialing as provided, each Resident understands that said smoke detector(s) is a battery-operated unit and it shall be each Resident's responsibility to:

- a. ensure that the battery is in operating condition at all times.
- b. replace the battery as needed (unless otherwise provided by law); and
- c. if, after replacing the battery, the smoke detector(s) does *not* work, inform the Management Representative immediately in writing.
7. Resident(s) must inform the Management Representative immediately in writing of any defect, malfunction or failure of any detector(s).
8. **Resident(s) are not to disable the smoke detector for any reason. To intentionally disable the smoke detector puts life at risk and can result in termination of the rental agreement.**

Management Representative

Resident

Date

Date

Resident

Date



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Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993

Phone (530) 671-0220, Toll Free: 1-888-671-0220

TTY: 1-866-735-2929 Fax (530) 673-0775

Executive Director: Linda J. Nichols

Satellite Dish Installation

To Whom It May Concern:

The Housing Authority provides the following instructions for the installation of one 18 inch or smaller type SATELLITE DISH at the address below. A professional installer must do all installation work. Equipment, installation charges and monthly charges are the sole responsibility of the resident.

Resident's Name:	
Resident's Telephone Number:	
Property/Unit:	

INSTALLATION REQUIREMENTS:

- o The Housing Authority shall approve the installation of any satellite dishes prior to installation.
- o **Notify maintenance of appointment time 24 hours in advance, in order to approve appointment.**
- o **Maintenance must be present at time of installation.**
- o **Maintenance reserves the right to request rescheduling of installation.**
- o Appointments can be made Monday thru Friday between the hours of 8 a.m. to 4 p.m. (Excluding holidays).
- o All work will be done at journeyman's standard in a neat and professional manner approved by the Housing Authority.
- o Only one Satellite Dish per unit may be installed. Resident or installer must inform management of any issues in regard to non-compatibility; etc. Resolution by the Housing Authority shall be on a case-by-case basis.
- o The satellite dish cannot exceed 18 inches in diameter. There are no exceptions.
- o The installer shall look at alternative wiring paths if the housing unit is not pre-wired for television, e.g., center wall installation, attic installation, underground installation, etc.
- o Wiring shall be concealed as much as possible.
- o The installer shall mount the satellite dish at the edge of the tail end of the rafters if unit doesn't have any it must be mounted on a post or tri-pod next to the resident's unit. Do not install the Satellite Dish on the roof.
- o If unit is not pre-wired for television, the entry hole for the wiring shall be as low to the ground as possible (no higher than 15 inches from ground level and only one ½ inch wire whole will be allowed).
- o A rubber grommet or equivalent shall be installed to insure a weather-tight fit. Putting caulking around wire is not acceptable.
- o If trees or other objects obstruct satellite reception, the Housing Authority is not required to trim or remove trees or branches. Alternative mounting will be discussed with the Housing Authority on a case-to-case basis.
- o The Housing Authority shall inspect the completed installation and reserves the right to reject installation if these procedures are not followed. Should installation be disapproved, the resident shall be responsible for the cost of correcting the damages caused to the housing unit or other center property.

I have read or had this information explained to me.	
Tenant signature:	Date:
Authorized Personnel:	



Regional Housing Authority of Sutter and Nevada Counties

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TTY: 1-866-735-2929 Fax (530) 673-0775

Executive Director: Linda J. Nichols

Instalación de plato de satélite

A Quien Pueda Interesar:

La Autoridad de Vivienda proporciona las siguientes instrucciones para la instalación de PLATO DE SATÉLITE de 18 pulgadas o más pequeño en el domicilio que aparece a continuación. Un instalador profesional debe hacer todos los trabajos de instalación. Equipo, gastos de instalación y cargos mensuales son responsabilidad exclusiva de los residentes.

Nombre del Residente:	
Número de teléfono del residente:	
Propiedad/Unidad:	

REQUISITOS DE INSTALACIÓN:

- La Autoridad de Vivienda aprobará la instalación de cualquier parabólicas antes a la instalación.
- **Notifique a mantenimiento 24 horas de anticipación, con el fin de aprobar la cita.**
- **Mantenimiento necesita estar presente en el momento de la instalación.**
- **Mantenimiento reserva el derecho a solicitar la reprogramación de la instalación.**
- Las citas pueden realizarse del lunes al viernes entre las horas de 8 a.m. a 4 p.m. (excluyendo días festivos).
- Todo el trabajo se realizará en el estándar del oficial de manera ordenada y profesional aprobada por la Autoridad de Vivienda.
- Pueden instalarse sólo una parabólica por unidad. Residente o el instalador deberá informar a la administración de cualquier problema con respecto a la no compatibilidad; etc... Resolución por la Autoridad de Vivienda será en una base de caso por caso.
- El plato de satélite no puede exceder de 18 pulgadas de diámetro. No hay excepciones.
- El instalador deberá mirar alternativa cableado rutas si la unidad de vivienda no es pre-cableada para la televisión, por ejemplo, centro de instalación de pared, instalación de ático, instalación subterránea, etc.
- Cableado deberá ser ocultado tanto como sea posible.
- El instalador deberá montar el plato de satélite en el borde del final de la cola de las vigas si la unidad no tiene que debe montarse en un puesto o tri-pod junto al unidad residente de la. No instale la parabólica en el tejado.
- Si la unidad no es pre-cableada para la televisión, el orificio de entrada para el cableado deberá ser lo más bajo al suelo como sea posible (no superior a 15 pulgadas desde el nivel del suelo y sólo un hilo de ½ pulgada todo se permitirá).
- Se instalarán una goma elástica o equivalente para asegurar un ajuste de la intemperie. No es aceptable poner calafateo alrededor de alambre.
- Si árboles u otros objetos obstaculizan la recepción vía satélite, la Autoridad de Vivienda no es requerida recortar o quitar árboles o ramas. Montaje alternativo se examinarán con la Autoridad de Vivienda en una base de caso a caso.
- La Autoridad de Vivienda deberá inspeccionar la instalación completada y se reserva el derecho de rechazar la instalación si no se siguen estos procedimientos. De ser desaprobada la instalación, el residente será responsable del costo de corregir los daños causados a la unidad de vivienda o propiedad.

He leído o se me explicó esta información.	
Firma del inquilino:	Fecha:
Personal autorizado:	

- In all other respects, the aforesaid Lease Agreement shall remain in full force and effect.

Date _____

Date _____

Date _____

Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards

LEAD WARNING STATEMENT

Property Name: _____

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based hazards. Check (i) or (ii) below:

☐ (i) Known lead-based paint and/or lead-based hazards are present in the housing (explain):

☐ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor. Check (i) or (ii) below:

☐ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and /or lead-based hazards in the housing (list all documents below):

☐ (ii) Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

____ (c) Lessee has received copies of all information listed above.
____ (d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home."

Agent's Acknowledgment (initial)

____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S. Code 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Management	_____ Date		



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"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD)."





U.S. Department of Housing and Urban Development • Office of Healthy Homes and Lead Hazard Control

Lead

A large, high-contrast, black and white close-up photograph of a young child's face occupies the left half of the page. The child's eyes are wide and looking directly at the viewer, with a serious expression. The lighting is dramatic, with deep shadows on the right side of the face.

"Despite progress, lead poisoning remains one of the top childhood environmental health problems today."

President's Task Force on Environmental Health Risks and Safety Risks to Children

Did you know...

- Many homes built before 1978 have lead-based paint?
- 24 million homes in the United States have peeling or chipping lead-based paint or high levels of lead in dust?
- Infants, children under six, and pregnant women should have their blood tested for lead?
- In the United States, children from low-income families are eight times more likely to get lead poisoned?

What is it?

Lead is a toxic metal used in a variety of products and materials. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves, and blood. Some symptoms of lead poisoning may include headaches, stomachaches, nausea, tiredness, and irritability. Lead can also harm children without causing any obvious symptoms.

Both inside and outside the home, deteriorated lead-paint releases its lead, which then mixes with household dust and soil. Children can become lead poisoned by putting their hands or other lead-contaminated objects into their mouths; by eating paint chips found in homes with peeling or flaking lead-based paint, and from playing in lead-contaminated soil.

continued on back

www.hud.gov/offices/lead



U.S. Department of Housing and Urban Development • Office of Healthy Homes and Lead Hazard Control

Lead

In homes built before 1978, treat peeling paint as a lead hazard unless proven otherwise.



What can you do?

1. If your home was built before 1978:

- Mop smooth floors (using a damp mop) weekly to control dust.
- Vacuum carpets and upholstery to remove dust, preferably using a vacuum with a HEPA filter or a "higher efficiency" collection bag.
- Take off shoes when entering the house.
- Pick up loose paint chips carefully with a paper towel; wipe the surface clean with a wet paper towel.
- Take precautions to avoid creating lead dust when remodeling, renovating, or maintaining your home.
- Have it checked for lead hazards by a lead professional (including the soil).

2. For your child:

- Frequently wash your child's hands and toys to reduce exposure.
- Use cold tap water for drinking and cooking.
- Avoid using home remedies (such as *arzacon*, *greta*, *pay-loo-ah*, or *litargirio*) and cosmetics (such as *kohl* or *alkohl*) that contain lead.
- Have your child's blood lead level tested at age 1 and 2. Children from 3 to 6 years of age should have their blood tested, if they have not been tested before and:
 - They live in or regularly visit a house built before 1950;
 - They live in or regularly visit a house built before 1978 with on-going or recent renovations or remodeling; or
 - They have a sibling or playmate who has or did have lead poisoning.

For more information...

Visit HUD's website at www.hud.gov/offices/lead for more information about addressing health hazards in homes or to learn if HUD has a Healthy Homes program in your community. From HUD's website, you can download a copy of "Help Yourself to A Healthy Home" for more practical steps you can take to make your home a lead-safe home.

Other Federal Resources

U.S. Department of Housing and Urban Development,
Office of Healthy Homes and Lead Hazard Control
www.hud.gov/offices/lead or call (202) 755-1785

The National Lead Information Center
(800) 424-LEAD (5323)
www.epa.gov/lead/pubs/nlic.htm

Centers for Disease Control and Prevention (CDC)
www.cdc.gov/nceh/lead

Environmental Protection Agency (EPA)
www.epa.gov/lead

U.S. Department of Labor,
Occupational Safety & Health Administration
www.osha.gov/SLTC/lead

U.S. Consumer Product Safety Commission (CPSC)
www.cpsc.gov or call (800) 638-2772

Dust created by opening and closing windows is a common lead hazard.

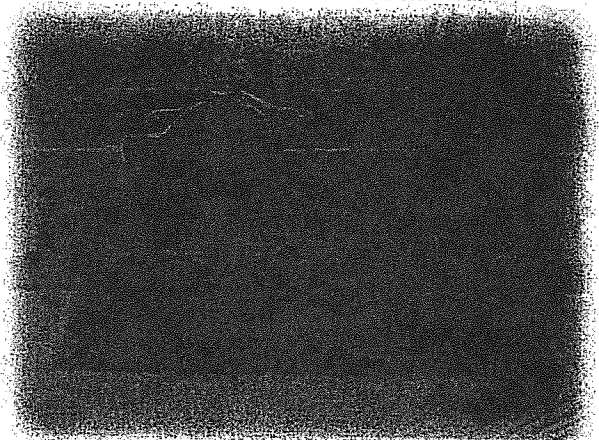


Photo by: January E. Jones,
Improving Kids' Environment

www.hud.gov/offices/lead

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

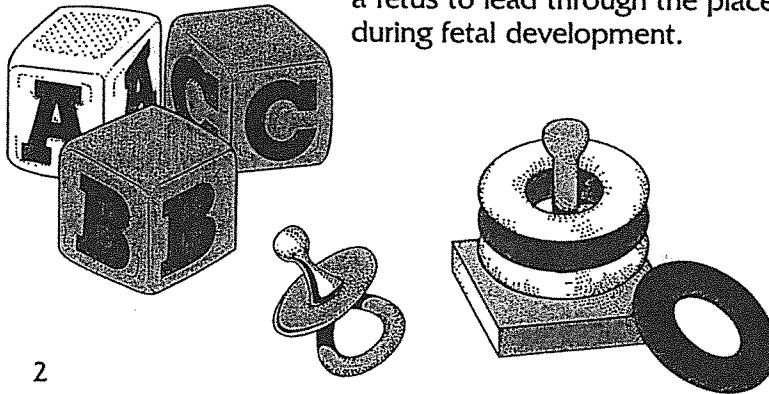
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

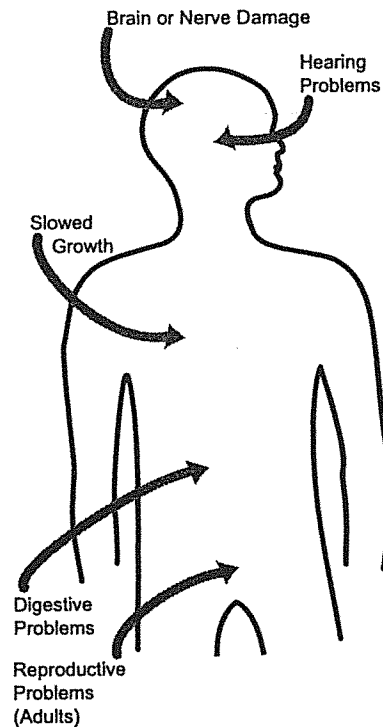
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

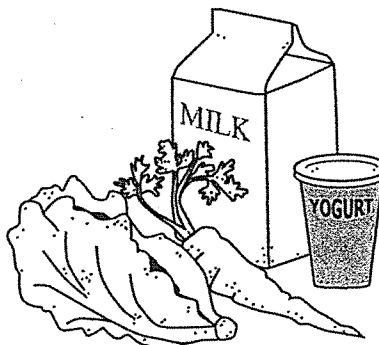
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

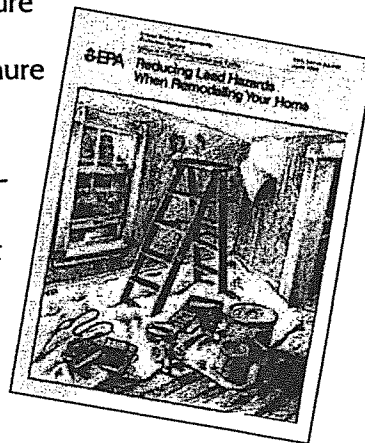
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

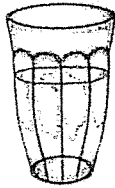
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



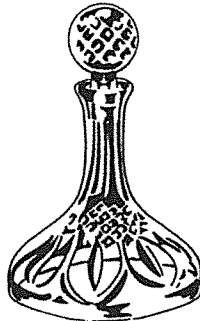
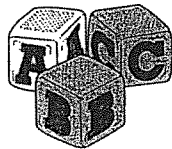
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

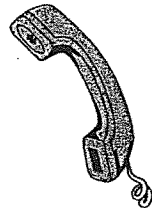


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

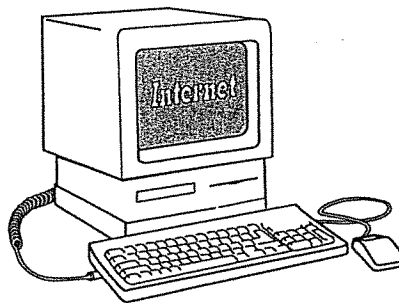


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

PREVENTION OF MOLD AND NOTICE OF DISCLOSURE

What is mold?

Molds are simple, microscopic organisms found virtually everywhere, indoors in outdoors. Mold spores are very tiny and lightweight, and this allows them to travel through air. Mold growths can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black. When molds are present in large quantities, they can cause allergic symptoms similar to those caused by plant pollen.

To prevent mold, moisture problems must be prevented and treated immediately. Proper ventilation is essential for preventing mold. The following are possible causes of indoor moisture problems:

Humidifiers	House plants -- watering can generate large amounts of moisture
Steam from cooking	Shower and bath steam and/or leaks
Leaky roofs	Wet clothes on indoor drying lines
Backed up sewers	Constant running or dripping water or plumbing leaks
Flooding	

You are responsible as resident of your apartment to prevent mold in your home. Please follow these simple guidelines:

1. Always utilize stove hood vents when cooking items which cause steam.
2. Always open a bathroom window or utilize the bathroom ventilation fan when showering and bathing. Leave on or open the ventilation until all bathroom steam is gone.
3. Water houseplants outdoors, do not allow standing water in the pots or saucers.
4. If drying wet clothes indoors, keep fresh air circulating.
5. Report any running or dripping faucets, plumbing leaks, roof leaks, discoloration of walls or water intrusion immediately to the rental office
6. Condensation, which develops on windows from indoor moisture, must be wiped down immediately including the window tracks. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home.

If you should have mold develop on windows, walls or ceilings, or a musty odor is present in the carpeting, please immediately report these conditions to the rental office.

The following parties have reviewed the information above and certify to the best of their knowledge that they understand the information provided and will notify the management of any water intrusion.

_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Management Representative	_____ Date



*"This Institution is an equal opportunity provider, and employer."
"In accordance with Federal law and U.S. Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD)."*



California's Proposition 65 Warning

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

Warning *This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm*

Second Hand Tobacco Smoke and Tobacco Products.

Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

Furnishings, Hardware, and Electrical Components.

Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Combustion Sources.

Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

Construction and Maintenance Materials.

Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repair's, maintenance or renovation, all of which can lead to exposures.

Certain Products Used In Cleaning And Related Activities.

Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Swimming Pools and Hot Tubs. The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

Paint and Painted Surfaces.

Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures.

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping.

Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

Sources of Chemical Exposures

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

General - Warning: This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

Foods and Beverages- Warning: Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

Alcohol- Warning: Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

Resident's Signature	Unit #	Date
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Resident's Signature	Unit #	Date
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Owner/Agent	Date
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Document Package for Applicant's/Tenant's Consent to the Release Of Information

This Package contains the following documents:

- 1. HUD-9887/A Fact Sheet describing the necessary verifications**
- 2. Form HUD-9887 (to be signed by the Applicant or Tenant)**
- 3. Form HUD-9887-A (to be signed by the Applicant or Tenant and Housing Owner)**
- 4. Relevant Verifications (to be signed by the Applicant or Tenant)**

Each household must receive a copy of the 9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A.

Verification of Information Provided by Applicants and Tenants of Assisted Housing

What Verification Involves

To receive housing assistance, applicants and tenants who are at least 18 years of age and each family head, spouse, or co-head regardless of age must provide the owner or management agent (O/A) or public housing agency (PHA) with certain information specified by the U.S. Department of Housing and Urban Development (HUD).

To make sure that the assistance is used properly, Federal laws require that the information you provide be verified. This information is verified in two ways:

1. HUD, O/As, and PHAs may verify the information you provide by checking with the records kept by certain public agencies (e.g., Social Security Administration (SSA), State agency that keeps wage and unemployment compensation claim information, and the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH) database that stores wage, new hires, and unemployment compensation). HUD (only) may verify information covered in your tax returns from the U.S. Internal Revenue Service (IRS). You give your consent to the release of this information by signing form HUD-9887. Only HUD, O/As, and PHAs can receive information authorized by this form.
2. The O/A must verify the information that is used to determine your eligibility and the amount of rent you pay. You give your consent to the release of this information by signing the form HUD-9887, the form HUD-9887-A, and the individual verification and consent forms that apply to you. Federal laws limit the kinds of information the O/A can receive about you. The amount of income you receive helps to determine the amount of rent you will pay. The O/A will verify all of the sources of income that you report. There are certain allowances that reduce the income used in determining tenant rents.
Example: Mrs. Anderson is 62 years old. Her age qualifies her for a medical allowance. Her annual income will be adjusted because of this allowance. Because Mrs. Anderson's medical expenses will help determine the amount of rent she pays, the O/A is required to verify any medical expenses that she reports.
Example: Mr. Harris does not qualify for the medical allowance because he is not at least 62 years of age and he is not handicapped or disabled. Because he is not eligible for the medical allowance, the amount of his medical expenses does not change the amount of rent he pays. Therefore, the O/A cannot ask Mr. Harris anything about his medical expenses and cannot verify with a third party about any medical expenses he has.

Customer Protections

Information received by HUD is protected by the Federal Privacy Act. Information received by the O/A or the PHA is subject to State privacy laws. Employees of HUD, the O/A, and the PHA are subject to penalties for using these consent forms improperly. You do not have to sign the form HUD-9887, the form HUD-9887-A, or the individual verification consent forms when they are given to you at your certification or recertification interview. You may take them home with you to read or to discuss with a third party of your choice. The O/A will give you another date when you can return to sign these forms.

If you cannot read and/or sign a consent form due to a disability, the O/A shall make a reasonable accommodation in accordance with Section 504 of the Rehabilitation Act of 1973. Such accommodations may include: home visits when the applicant's or tenant's disability prevents him/her from coming to the office to complete the forms; the applicant or tenant authorizing another person to sign on his/her behalf; and for persons with visual impairments, accommodations may include providing the forms in large script or braille or providing readers.

If an adult member of your household, due to extenuating circumstances, is unable to sign the form HUD-9887 or the individual verification forms on time, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

The O/A must tell you, or a third party which you choose, of the findings made as a result of the O/A verifications authorized by your consent. The O/A must give you the opportunity to contest such findings in accordance with HUD Handbook 4350.3 Rev. 1. However, for information received under the form HUD-9887 or form HUD-9887-A, HUD, the O/A, or the PHA, may inform you of these findings.

O/As must keep tenant files in a location that ensures confidentiality. Any employee of the O/A who fails to keep tenant information confidential is subject to the enforcement provisions of the State Privacy Act and is subject to enforcement actions by HUD. Also, any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages, and seek other relief, as may be appropriate, against the employee.

HUD-9887/A requires the O/A to give each household a copy of the Fact Sheet, and forms HUD-9887, HUD-9887-A along with appropriate individual consent forms. The package you will receive will include the following documents:

1. **HUD-9887/A Fact Sheet:** Describes the requirement to verify information provided by individuals who apply for housing assistance. This fact sheet also describes consumer protections under the verification process.
2. **Form HUD-9887:** Allows the release of information between government agencies.
3. **Form HUD-9887-A:** Describes the requirement of third party verification along with consumer protections.
4. **Individual verification consents:** Used to verify the relevant information provided by applicants/tenants to determine their eligibility and level of benefits.

Consequences for Not Signing the Consent Forms

If you fail to sign the form HUD-9887, the form HUD-9887-A, or the individual verification forms, this may result in your assistance being denied (for applicants) or your assistance being terminated (for tenants). See further explanation on the forms HUD-9887 and 9887-A.

If you are an applicant and are denied assistance for this reason, the O/A must notify you of the reason for your rejection and give you an opportunity to appeal the decision.

If you are a tenant and your assistance is terminated for this reason, the O/A must follow the procedures set out in the Lease. This includes the opportunity for you to meet with the O/A.

Programs Covered by this Fact Sheet

- Rental Assistance Program (RAP)
- Rent Supplement
- Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
- Section 202
- Sections 202 and 811 PRAC
- Section 202/162 PAC
- Section 221(d)(3) Below Market Interest Rate
- Section 236
- HOPE 2 Home Ownership of Multifamily Units

O/As must give a copy of this HUD Fact Sheet to each household. See the Instructions on form HUD-9887-A.

Attachment to forms HUD-9887 & 9887-A (02/2007)

Notice and Consent for the Release of Information

to the U.S. Department of Housing and Urban Development (HUD) and to an Owner and Management Agent (O/A), and to a Public Housing Agency (PHA)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Office requesting release of information (Owner should provide the full address of the HUD Field Office, Attention: Director, Multifamily Division.):

O/A requesting release of information (Owner should provide the full name and address of the Owner.):

PHA requesting release of information (Owner should provide the full name and address of the PHA and the title of the director or administrator. If there is no PHA Owner or PHA contract administrator for this project, mark an X through this entire box.):

Notice To Tenant: Do not sign this form if the space above for organizations requesting release of information is left blank. You do not have to sign this form when it is given to you. You may take the form home with you to read or discuss with a third party of your choice and return to sign the consent on a date you have worked out with the housing owner/manager.

Authority: Section 217 of the Consolidated Appropriations Act of 2004 (Pub L. 108-199). This law is found at 42 U.S.C.653(J). This law authorizes HHS to disclose to the Department of Housing and Urban Development (HUD) information in the NDNH portion of the "Location and Collection System of Records" for the purposes of verifying employment and income of individuals participating in specified programs and, after removal of personal identifiers, to conduct analyses of the employment and income reporting of these individuals. Information may be disclosed by the Secretary of HUD to a private owner, a management agent, and a contract administrator in the administration of rental housing assistance.

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992 and section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD and the PHA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (2) HUD, O/A, and the PHA responsible for determining eligibility to verify salary and wage information pertinent to the applicant's or participant's eligibility or level of benefits; (3) HUD to request certain tax return information from the U.S. Social Security Administration (SSA) and the U.S. Internal Revenue Service (IRS).

Purpose: In signing this consent form, you are authorizing HUD, the above-named O/A, and the PHA to request income information from the government agencies listed on the form. HUD, the O/A, and the PHA need this information to verify your household's income to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD, the O/A, and the PHA may participate in computer matching programs with these sources to verify your eligibility and level of benefits. This form also authorizes HUD, the O/A, and the PHA to seek wage, new hire (W-4), and unemployment claim information from current or former employers to verify information obtained through computer matching.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The O/A and the PHA is also required to protect the income

information it obtains in accordance with any applicable State privacy law. After receiving the information covered by this notice of consent, HUD, the O/A, and the PHA may inform you that your eligibility for, or level of, assistance is uncertain and needs to be verified and nothing else.

HUD, O/A, and PHA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Who Must Sign the Consent Form: Each member of your household who is at least 18 years of age and each family head, spouse or co-head, regardless of age, must sign the consent form at the initial certification and at each recertification. Additional signatures must be obtained from new adult members when they join the household or when members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Rental Assistance Program (RAP)

Rent Supplement

Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)

Section 202; Sections 202 and 811 PRAC; Section 202/162 PAC Section 221(d)(3) Below Market Interest Rate

Section 236

HOPE 2 Homeownership of Multifamily Units

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the owner must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the owner or managing agent must follow the procedures set out in the lease.

Consent: I consent to allow HUD, the O/A, or the PHA to request and obtain income information from the federal and state agencies listed on the back of this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs.

Signatures:

Additional Signatures, if needed:

Head of Household

Date

Other Family Members 18 and Over

Date

Spouse

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Agencies To Provide Information

State Wage Information Collection Agencies. (HUD and PHA). This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Social Security Administration (HUD only). This consent is limited to the wage and self employment information from your current form W-2.

National Directory of New Hires contained in the Department of Health and Human Services' system of records. This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Internal Revenue Service (HUD only). This consent is limited to information covered in your current tax return.

This consent is limited to the following information that may appear on your current tax return:

1099-S Statement for Recipients of Proceeds from Real Estate Transactions

1099-B Statement for Recipients of Proceeds from Real Estate Brokers and Barter Exchange Transactions

1099-A Information Return for Acquisition or Abandonment of Secured Property

1099-G Statement for Recipients of Certain Government Payments

1099-DIV Statement for Recipients of Dividends and Distributions

1099 INT Statement for Recipients of Interest Income

1099-MISC Statement for Recipients of Miscellaneous Income

1099-OID Statement for Recipients of Original Issue Discount

1099-PATR Statement for Recipients of Taxable Distributions Received from Cooperatives

1099-R Statement for Recipients of Retirement Plans W2-G

Statement of Gambling Winnings

1065-K1 Partners Share of Income, Credits, Deductions, etc.

1041-K1 Beneficiary's Share of Income, Credits, Deductions, etc.

1120S-K1 Shareholder's Share of Undistributed Taxable Income, Credits, Deductions, etc.

I understand that income information obtained from these sources will be used to verify information that I provide in determining initial or continued eligibility for assisted housing programs and the level of benefits.

No action can be taken to terminate, deny, suspend, or reduce the assistance your household receives based on information obtained about you under this consent until the HUD Office, Office of Inspector General (OIG) or the PHA (whichever is applicable) and the O/A have independently verified: 1) the amount of the income, wages, or unemployment compensation involved, 2) whether you actually have (or had) access to such income, wages, or benefits for your own use, and 3) the period or periods when, or with respect to which you actually received such income, wages, or benefits. A photocopy of the signed consent may be used to request a third party to verify any information received under this consent (e.g., employer).

HUD, the O/A, or the PHA shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

If a member of the household who is required to sign the consent form is unable to sign the form on time due to extenuating circumstances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

This consent form expires 15 months after signed.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD, the owner or management agent (O/A), or a public housing agency (PHA) may conduct a computer match to verify the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887 is restricted to the purposes cited on the form HUD 9887. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the Owner or the PHA responsible for the unauthorized disclosure or improper use.

Applicant's/Tenant's Consent to the Release of Information

Verification by Owners of Information
Supplied by Individuals Who Apply for Housing Assistance

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Instructions to Owners

1. Give the documents listed below to the applicants/tenants to sign.
Staple or clip them together in one package in the order listed.
 - a. The HUD-9887/A Fact Sheet.
 - b. Form HUD-9887.
 - c. Form HUD-9887-A.
 - d. Relevant verifications (HUD Handbook 4350.3 Rev. 1).
2. Verbally inform applicants and tenants that
 - a. They may take these forms home with them to read or to discuss with a third party of their choice and to return to sign them on a date they have worked out with you, and
 - b. If they have a disability that prevents them from reading and/or signing any consent, that you, the Owner, are required to provide reasonable accommodations.
3. Owners are required to give each household a copy of the HUD-9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A after obtaining the required applicants/tenants signature(s). Also, owners must give the applicants/tenants a copy of the signed individual verification forms upon their request.

Instructions to Applicants and Tenants

This Form HUD-9887-A contains customer information and protections concerning the HUD-required verifications that Owners must perform.

1. Read this material which explains:
 - HUD's requirements concerning the release of information, and
 - Other customer protections.
2. Sign on the last page that:
 - you have read this form, or
 - the Owner or a third party of your choice has explained it to you, and
 - you consent to the release of information for the purposes and uses described.

Authority for Requiring Applicant's/Tenant's Consent to the Release of Information

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992. This law is found at 42 U.S.C. 3544.

In part, this law requires you to sign a consent form authorizing the Owner to request current or previous employers to verify salary and wage information pertinent to your eligibility or level of benefits.

In addition, HUD regulations (24 CFR 5.659, Family Information and Verification) require as a condition of receiving housing assistance that you must sign a HUD-approved release and consent authorizing any depository or private source of income to furnish such information that is necessary in determining your eligibility or level of benefits. This includes information that you have provided which will affect the amount of rent you pay. The information includes income and assets, such as salary, welfare benefits, and interest earned on savings accounts. They also include certain adjustments to your income, such as the allowances for dependents and for households whose heads or spouses are elderly handicapped, or disabled; and allowances for child care expenses, medical expenses, and handicap assistance expenses.

Purpose of Requiring Consent to the Release of Information

In signing this consent form, you are authorizing the Owner of the housing project to which you are applying for assistance to request information from a third party about you. HUD requires the housing owner to verify all of the information you provide that affects your eligibility and level of benefits to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct levels. Upon the request of the HUD office or the PHA (as Contract Administrator), the housing Owner may provide HUD or the PHA with the information you have submitted and the information the Owner receives under this consent.

Uses of Information to be Obtained

The individual listed on the verification form may request and receive the information requested by the verification, subject to the limitations of this form. HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The Owner and the PHA are also required to protect the income information they obtain in accordance with any applicable state privacy law. Should the Owner receive information from a third party that is inconsistent with the information you have provided, the Owner is required to notify you in writing identifying the information believed to be incorrect. If this should occur, you will have the opportunity to meet with the Owner to discuss any discrepancies.

Who Must Sign the Consent Form

Each member of your household who is at least 18 years of age, and each family head, spouse or co-head, regardless of age must sign the relevant consent forms at the initial certification, at each recertification and at each interim certification, if applicable. In addition, when new adult members join the household and when members of the household become 18 years of age they must also sign the relevant consent forms.

Persons who apply for or receive assistance under the following programs must sign the relevant consent forms:

Rental Assistance Program (RAP)

Rent Supplement

Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)

Section 202

Sections 202 and 811 PRAC

Section 202/162 PAC

Section 221(d)(3) Below Market Interest Rate

Section 236

HOPE 2 Home Ownership of Multifamily Units

Failure to Sign the Consent Form

Failure to sign any required consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the O/A must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the O/A must follow the procedures set out in the lease.

Conditions

No action can be taken to terminate, deny, suspend or reduce the assistance your household receives based on information obtained about you under this consent until the O/A has independently 1) verified the information you have provided with respect to your eligibility and level of benefits and 2) with respect to income (including both earned and unearned income), the O/A has verified whether you actually have (or had) access to such income for your own use, and verified the period or periods when, or with respect to which you actually received such income, wages, or benefits.

A photocopy of the signed consent may be used to request the information authorized by your signature on the individual consent forms. This would occur if the O/A does not have another individual verification consent with an original signature and the O/A is required to send out another request for verification (for example, the third party fails to respond). If this happens, the O/A may attach a photocopy of this consent to a photocopy of the individual verification form that you sign. To avoid the use of photocopies, the O/A and the individual may agree to sign more than one consent for each type of verification that is needed. The O/A shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

The O/A must provide you with information obtained under this consent in accordance with State privacy laws.

If a member of the household who is required to sign the consent forms is unable to sign the required forms on time, due to extenuating circum-

stances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

Individual consents to the release of information expire 15 months after they are signed. The O/A may use these individual consent forms during the 120 days preceding the certification period. The O/A may also use these forms during the certification period, but only in cases where the O/A receives information indicating that the information you have provided may be incorrect. Other uses are prohibited.

The O/A may not make inquiries into information that is older than 12 months unless he/she has received inconsistent information and has reason to believe that the information that you have supplied is incorrect. If this occurs, the O/A may obtain information within the last 5 years when you have received assistance.

I have read and understand this information on the purposes and uses of information that is verified and consent to the release of information for these purposes and uses.

Name of Applicant or Tenant (Print)

Signature of Applicant or Tenant & Date

I have read and understand the purpose of this consent and its uses and I understand that misuse of this consent can lead to personal penalties to me.

Name of Project Owner or his/her representative

Title

Signature & Date
cc:Applicant/Tenant
Owner file

Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887-A is restricted to the purposes cited on the form HUD 9887-A. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the O/A or the PHA responsible for the unauthorized disclosure or improper use.

Preparing for Disaster



FEMA



**American
Red Cross**

Together, we can save a life



Where Will You or Your Family Be When a Disaster Strikes?

You could be anywhere — at work, at school or in the car. How will you find each other? Will you know if your children are safe?

Emergencies and disasters can strike quickly and without warning and can force you to evacuate your neighborhood or confine you to your home. What would you do if basic services — water, gas, electricity or telephones — were cut off?

Local officials and relief workers will be on the scene after a disaster, but they cannot reach everyone right away.

You can cope with disaster by preparing in advance and by working with your family as a team. Follow the steps listed in this booklet to be prepared.

1. Get informed
2. Make a plan
3. Assemble a kit
4. Maintain your plan and kit

Knowing what to do is your best protection and your responsibility.

Four Steps to Preparedness

1. GET INFORMED

Contact your local emergency management office or local American Red Cross Chapter to gather the information you will need to create a plan.

Community Hazards

Ask about the specific hazards that threaten your community (e.g. hurricanes, tornados, and earthquakes) and about your risk from those hazards. Additionally, hazard information for your local area can be obtained at .

Community Disaster Plans

Learn about community response plans, evacuation plans, and designated emergency shelters. Ask about the emergency plans and procedures that exist in places you and your family spend time such as places of employment, schools, and child care centers. If you do not own a vehicle or drive, find out in advance what your community's plans are for evacuating those without private transportation.

Community Warning Systems

Find out how local authorities will warn you of a pending disaster and how they will provide information to you during and after a disaster. Learn about NOAA Weather Radio and its alerting capabilities (www.noaa.gov).



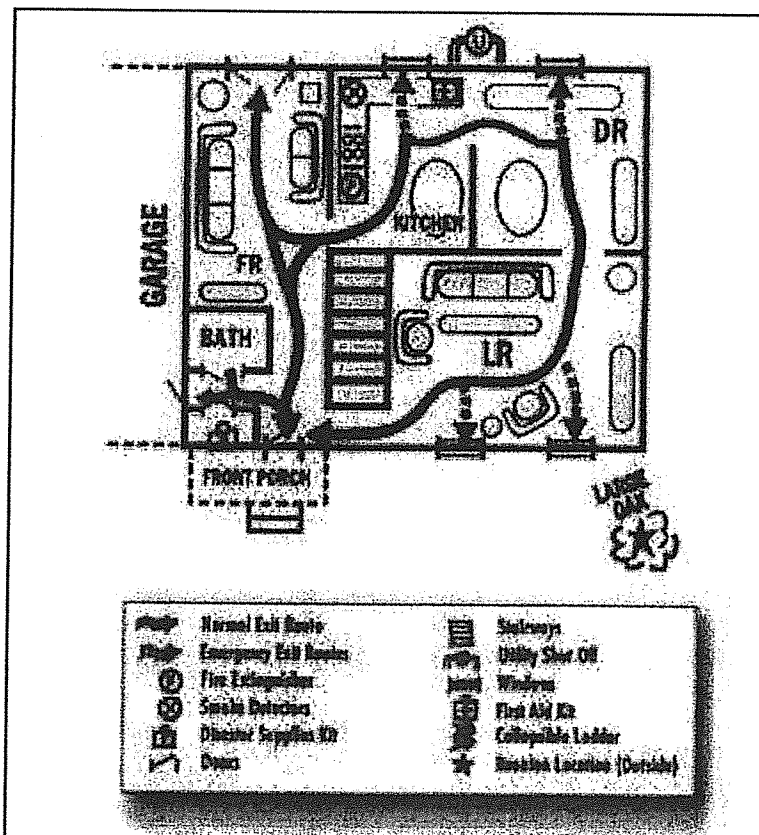
2. MAKE A PLAN

- ♦ **Meet with Your Family Members.** Review the information you gathered about community hazards and plans. Explain the dangers to children and work with them as a team to prepare your family. Be sure to include caregivers in your meeting and planning efforts.
- ♦ **Choose an "Out-of-Town" Contact.** Ask an out-of-town friend or relative to be your contact. Following a disaster, family members should call this person and tell them where they are. Everyone must know the contact's phone numbers. After a disaster, it is often easier to make a long distance call than a local call from a disaster area.
- ♦ **Decide Where to Meet.** In the event of an emergency, you may become separated from family members. Choose a place right outside your home in case of a sudden emergency, like a fire. Choose a location outside your neighborhood in case you can't return home.
- ♦ **Complete a Family Communication Plan.** Your plan should include contact information for family members, work and school. Your plan should also include information for your out-of-town contact, meeting locations, emergency services and the National Poison Control Center (1-800-222-1222). A sample form for recording this information can be found at www.ready.gov - or at www.redcross.org/contactcard. These websites also provide blank wallet cards on which contact information can be recorded and carried in a wallet, purse, backpack, etc., for quick reference. Teach your children how to call the emergency phone numbers and when it is appropriate to do so. Be sure each family member has a copy of your communication plan and post it near your telephone for use in an emergency.
- ♦ **Escape Routes and Safe Places.** In a fire or other emergency, you may need to evacuate on a moment's notice. Be ready to get out fast. Be sure everyone in your family knows the best escape routes out of your home as well as where the safe places are in your home for each type of disaster (i.e., if a tornado approaches, go to the basement or the lowest floor of your home or an interior room or closet with no windows).

Use a blank sheet of paper to draw floor plans of your home. Show the location of doors, windows, stairways, large furniture, your disaster supplies kit, fire extinguisher, smoke alarms, collapsible ladders, first-aid kits, and utility shut-off points. Show important points outside such as garages, patios, stairways, elevators, driveways, and porches. See illustration below.

Indicate at least two escape routes from each room, and mark a place outside of the home where household members should meet in case of fire. If you or someone in your household uses a wheelchair, make all exits from your home wheelchair accessible.

Practice emergency evacuation drills at least two times a year, but as often as you update your escape plan.





- ♦ **Plan for those with disabilities and other special needs.** Keep support items in a designated place, so they can be found quickly. For those who have home-health caregivers, particularly for those who are bed-bound, it is essential to have an alternate plan if the home-health caregiver cannot make it to you. In advance, provide the power company with a list of all power-dependent life support equipment required by family members. Develop a contingency plan that includes an alternate power source for the equipment or relocating the person.
- ♦ **Plan for your pets.** Take your pets with you if you evacuate. However, be aware that pets (other than service animals) usually are not permitted in emergency public shelters for health reasons. Prepare a list of family, friends, boarding facilities, veterinarians, and “pet-friendly” hotels that could shelter your pets in an emergency.
- ♦ **Prepare for different hazards.** Include in your plan how to prepare for each hazard that could impact your local community and how to protect yourself. For instance, the actions you would take to protect yourself from a tornado are different from those you would for a fire. Reference the websites listed on the back cover to learn more about the different actions required for different hazards.

Action Checklist – Items To Do Before a Disaster

☐ Utilities

Know how and when to turn off water, gas and electricity at the main switches or valves and share this information with your family and caregivers. Keep any tools you will need near gas and water shut off valves. Turn off the utilities only if you suspect the lines are damaged, you suspect a leak or if local officials instruct you to do so.

(Note: Gas shut-off procedure - As part of the learning process, do not actually turn off the gas. If the gas is turned off for any reason, only a qualified professional can turn it back on. It might take several weeks for a professional to respond. In the meantime, you will require alternate sources to heat your home, make hot water, and cook.)

☐ Fire Extinguisher

Be sure everyone knows how to use your fire extinguishers (ABC type) and where they are kept.

☐ Smoke Alarms

Install smoke alarms on each level of your home, especially near the bedrooms. Individuals with sensory disabilities should consider installing smoke alarms that have strobe lights and vibrating pads. Follow local codes and manufacturer's instructions about installation requirements. Also, consider installing a carbon monoxide alarm in your home.

☐ Insurance Coverage

Check if you have adequate insurance coverage. Homeowners insurance does not cover flood damage and may not provide full coverage for other hazards. Talk with your insurance agent and make sure you have adequate coverage to protect your family against financial loss.

☐ First Aid/CPR & AED (Automated External Defibrillation)

Take American Red Cross first aid and CPR/AED classes. Red Cross courses can accommodate people with disabilities. Discuss your needs when registering for the classes.

☐ **Inventory Home Possessions**

Make a record of your possessions to help you claim reimbursement in case of loss or damage. Store this information in a safe deposit box or other secure (flood/fire safe) location to ensure the records survive a disaster. Include photographs or video of the interior and exterior of your home as well as cars, boats and recreational vehicles. Also, have photos of durable medical equipment and be sure to make a record of the make and model numbers for each item. Get professional appraisals of jewelry, collectibles, artwork, or other items that may be difficult to evaluate. Make copies of receipts and canceled checks showing the cost for valuable items.

☐ **Vital Records and Documents**

Vital family records and other important documents such as birth and marriage certificates, social security cards, passports, wills, deeds, and financial, insurance, and immunizations records should be kept in a safe deposit box or other safe location.

☐ **Reduce Home Hazards**

In a disaster, ordinary items in the home can cause injury and damage. Take these steps to reduce your risk.

- ♦ Have a professional repair defective electrical wiring and leaky gas connections.
- ♦ Place large, heavy objects on lower shelves and hang pictures and mirrors away from beds.
- ♦ Use straps or other restraints to secure tall cabinets, bookshelves, large appliances (especially water heater, furnace, and refrigerator), mirrors, shelves, large picture frames, and light fixtures to wall studs.
- ♦ Repair cracks in ceilings and foundations.
- ♦ Store weed killers, pesticides, and flammable products away from heat sources.
- ♦ Place oily rags or waste in covered metal cans and dispose of them according to local regulations.
- ♦ Have a professional clean and repair chimneys, flue pipes, connectors, and gas vents.

3. ASSEMBLE A DISASTER SUPPLIES KIT

In the event you need to evacuate at a moment's notice and take essentials with you, you probably will not have the opportunity to shop or search for the supplies you and your family will need. Every household should assemble a disaster supplies kit and keep it up to date.

A disaster supplies kit is a collection of basic items a family would probably need to stay safe and be more comfortable during and after a disaster. Disaster supplies kit items should be stored in a portable container(s) as close as possible to the exit door. Review the contents of your kit at least once per year or as your family needs change. Also, consider having emergency supplies in each vehicle and at your place of employment.

- ♦ Three-day supply of nonperishable food and manual can opener.
- ♦ Three-day supply of water (one gallon of water per person, per day).
- ♦ Portable, battery-powered radio or television and extra batteries.
- ♦ Flashlight and extra batteries.
- ♦ First aid kit and manual.
- ♦ Sanitation and hygiene items (hand sanitizer, moist towelettes, and toilet paper).
- ♦ Matches in waterproof container.
- ♦ Whistle.
- ♦ Extra clothing and blankets.
- ♦ Kitchen accessories and cooking utensils.
- ♦ Photocopies of identification and credit cards.
- ♦ Cash and coins.
- ♦ Special needs items such as prescription medications, eye glasses, contact lens solution, and hearing aid batteries.
- ♦ Items for infants, such as formula, diapers, bottles, and pacifiers.
- ♦ Tools, pet supplies, a map of the local area, and other items to meet your unique family needs.

If you live in a cold climate, you must think about warmth. It is possible that you will not have heat during or after a disaster. Think about your clothing and bedding needs. Be sure to include one set of the following for each person:

- ♦ Jacket or coat.
- ♦ Long pants and long sleeve shirt.
- ♦ Sturdy shoes.
- ♦ Hat, mittens, and scarf.
- ♦ Sleeping bag or warm blanket.

Supplies for your vehicle include:

- Flashlight, extra batteries, and maps.
- First aid kit and manual.
- White distress flag.
- Tire repair kit, booster/jumper cables, pump, and flares.
- Bottled water and non-perishable foods such as granola bars.
- Seasonal supplies: Winter - blanket, hat, mittens, shovel, sand, tire chains, windshield scraper, florescent distress flag; Summer – sunscreen lotion (SPF 15 or greater), shade item (umbrella, wide brimmed hat, etc).

4. MAINTAIN YOUR PLAN

Quiz: Review your plan every six months and quiz your family about what to do.

Drill: Conduct fire and emergency evacuation drills on a regular basis with your family.

Restock: Check food supplies for expiration dates and discard, or replace stored water and food every six months.

Test: Read the indicator on your fire extinguisher(s) and follow the manufacturer's instructions to recharge. Test your smoke alarms monthly and change the batteries at least once a year. Replace alarms every 10 years.

Plan Maintenance Chart				
Check off task and enter date performed:				
	6 months	1 year	18 months	2 years
Review plan and quiz Date _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hold fire and emergency evacuation drills Date _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replace stored food and water Date _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check fire extinguishers and recharge Date _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Smoke Alarm Maintenance Chart

Check off task and enter date performed:

Test monthly	Date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change batteries	Date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replace alarms	Date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Disaster Strikes

If you are instructed to take shelter immediately, do so at once

If you are instructed to evacuate

- ♦ Listen to the radio or television for the location of emergency shelters and for other instructions from local emergency officials.
- ♦ Wear protective clothing and sturdy shoes.
- ♦ Take your disaster supplies kit.
- ♦ Use travel routes specified by local authorities and don't use shortcuts because certain areas may be impassable or dangerous.

After a disaster

- ♦ Administer first aid and get help for seriously injured people.
- ♦ If the emergency occurs while you are at home, check for damage using a flashlight. Do not light matches or candles or turn on electrical switches.
- ♦ Check for fires, electrical, and other household hazards. Spilled bleaches, gasoline, and other liquids may produce deadly fumes when chemicals mix, or be a fire hazard. Contact your local fire department for information on how to clean up spilled chemicals.
- ♦ Sniff for gas leaks, starting at the water heater. If you smell gas or suspect a leak, turn off the main gas valve, open windows, and get everyone outside quickly.
- ♦ Shut off any damaged utilities.
- ♦ Check on your neighbors, especially those who are elderly or disabled.

- ♦ Call your out-of-town contact — do not use the telephone again unless it is a life-threatening emergency.
- ♦ Stay away from downed power lines.
- ♦ Listen to local radio and TV for information about where you can get disaster relief assistance.

If electrical power is lost

- ♦ Call your local power company.
- ♦ Use a flashlight or battery-operated lantern. Do not use candles for emergency lighting. Candles and kerosene lanterns are fire hazards.
- ♦ Turn off all major appliances. They could overload electric lines when power is restored, causing a second outage.
- ♦ Keep refrigerator and freezer doors closed as much as possible. Food can be kept cold for a day or two if the doors are kept closed.
- ♦ Use portable generators cautiously. Make sure they are operated only out-of-doors in a well-ventilated area. Refuel a generator only after it has cooled. Do not connect a generator to your home's electrical system except through an approved transfer switch installed in compliance with local electrical code.
- ♦ In cold weather, drain pumps, supply lines, water heaters, and boilers can freeze when the power is lost. Traps in drains of tubs, sinks, commodes, washing machines, and dishwashers can also freeze. To avoid burst pipes, close the main water valve and open the spigots and supply lines and drain them.



Learn More

The Federal Emergency Management Agency's Community and Family Preparedness Program and American Red Cross Community Disaster Education are nationwide efforts to help people prepare for disasters of all types.

For more information, please contact your local emergency management office or American Red Cross chapter. This booklet and the preparedness materials listed below are online at www.fema.gov and www.redcross.org. Other preparedness materials are available at these sites, as well as at www.ready.gov.

These publications are also available by calling FEMA at 1-800-480-2520, or writing:

**FEMA
P.O. Box 2012
Jessup, MD 20794-2012**

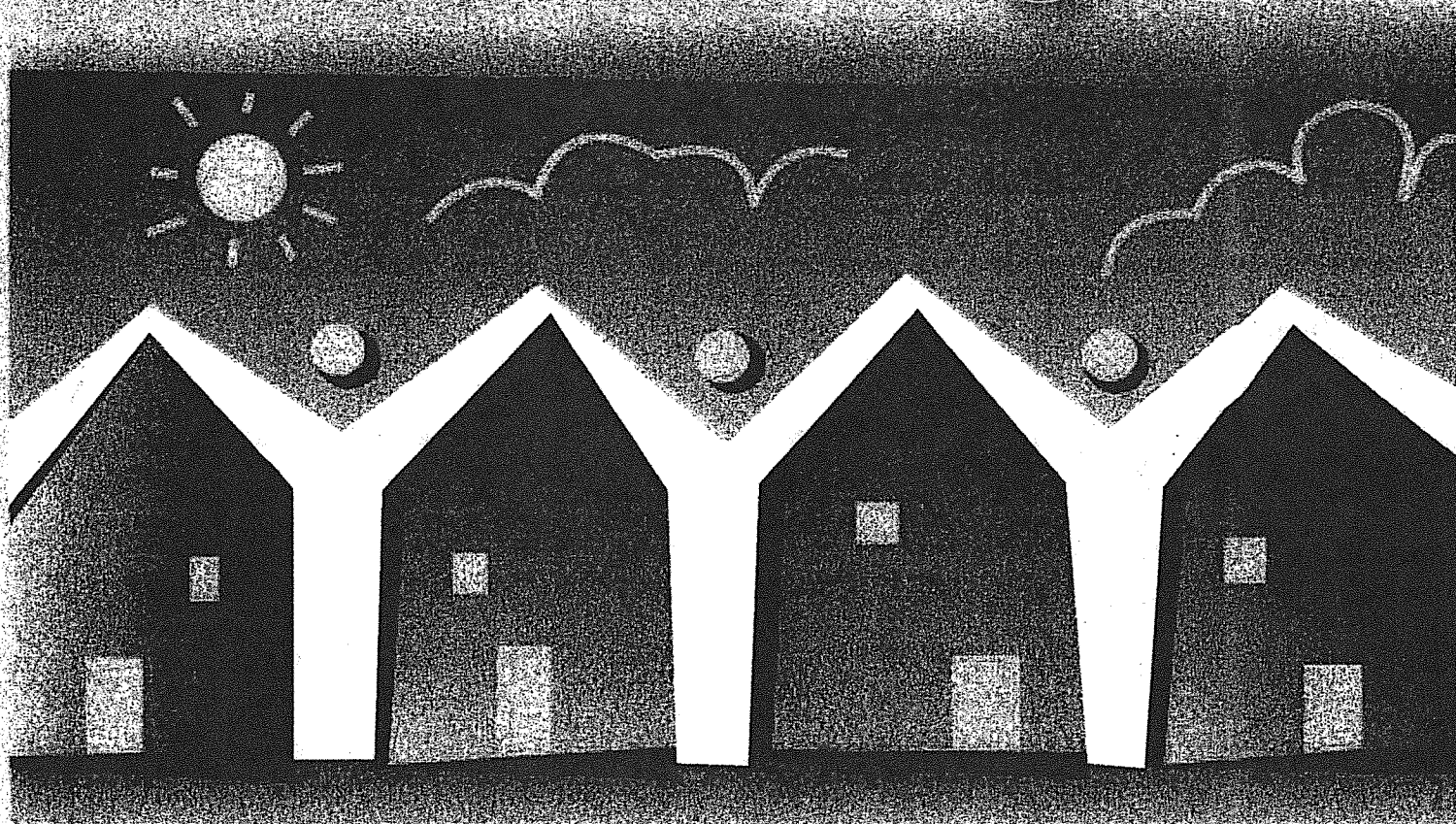
Publications with an "A" number are available from your local American Red Cross chapter.

- ♦ Are You Ready? An in-depth Guide to Citizen Preparedness (IS-22)
- ♦ Helping Children Cope with Disaster (FEMA 478) (A4499)
- ♦ Preparing for Disaster for People with Disabilities and other Special Needs (FEMA 476) (A4497)
- ♦ Food and Water in an Emergency (FEMA 477) (A5055)

Local sponsorship provided by:

FEMA 475
A4600
August 2004

Resident Rights



& Responsibilities



Alphonso Jackson, Secretary

This brochure does not apply to the Public Housing Program, the Section 8 Moderate Rehabilitation Program (except for multifamily housing projects that are insured by HUD), and the Housing Choice Voucher Program (except when a voucher is used in a multifamily housing project with a HUD-insured mortgage).

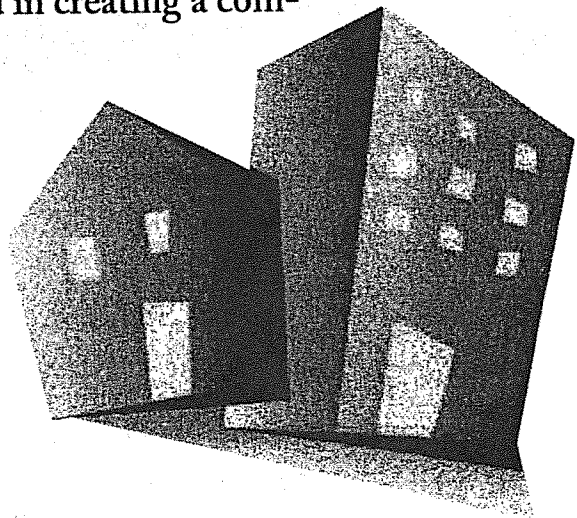
You, as a resident (tenant), have rights and responsibilities that help make your HUD-assisted housing a better home for you and your family.

This brochure is being distributed to you because the United States Department of Housing and Urban Development, which has ultimate jurisdiction over the project in which you live, has provided some form of assistance or subsidy for this apartment building. As part of its dedication to maintaining the best possible living environment for all residents, your HUD field office encourages and supports the following:

- Management agents and property owners communicate with residents on any and all issues.
- Owners and managers give prompt consideration to all valid resident complaints and resolve them as quickly as possible.
- Residents' right to organize and participate in the decisions regarding the well-being of the project and their home.

Along with your owner/management agent, you play an important role in making your place of residence—the unit (apartment), the grounds, and other common areas—a better place to live and in creating a community you can be proud of.

This brochure briefly lists some of your most important rights and responsibilities to help you get the most out of your home.



Your **Rights**

As a resident of a HUD-assisted multifamily housing project, you should be aware of your rights.

Rights

Involving Your Apartment

- The right to live in decent, safe, and sanitary housing that is free from environmental hazards such as lead-based paint hazards.
- The right to have repairs performed in a timely manner, upon request, and to have a quality maintenance program run by management.
- The right to be given reasonable notice, in writing, of any nonemergency inspection or other entry into your apartment.

Rights

Involving Resident Organizations

- The right to organize as residents without obstruction, harassment, or retaliation from property owners or management.
- The right to post materials in common areas and provide leaflets informing other residents of their rights and of opportunities to involve themselves in their project.
- The right, which may be subject to a reasonable, HUD-approved fee, to use appropriate common space or meeting facilities to organize or to consider any issue affecting the condition or management of the property.
- The right to meet without the owner/manager present.
- The right to be recognized by property owners and managers as having a voice in residential community affairs.

Rights

Involving Nondiscrimination

The right to equal and fair treatment and use of your building's services and facilities, without regard to race, color, religion, gender, disability, familial status (children under 18), national origin (ethnicity or language), or in some circumstances, age.

Your Responsibilities

As a resident of a HUD-assisted multifamily housing project, you also have certain responsibilities to ensure that your building remains a suitable home for you and your neighbors. By signing your lease, you and the owner/management company have entered into a legal, enforceable contract. You and the owner/management company are responsible for complying with your lease, house rules, and local laws governing your property. If you have any questions about your lease or do not have a copy of it, contact your management agent or your local HUD field office.

Responsibilities

to Your Property Owner or Management Agent

- Complying with the rules and guidelines that govern your lease.
- Paying the correct amount of rent on a timely basis each month.
- Providing accurate information to the owner at the certification or recertification interview to determine your total tenant payment, and consenting to the release of information by a third party to allow for verification.
- Reporting changes in the family's income.

Responsibilities

to the Project and to Your Fellow Residents

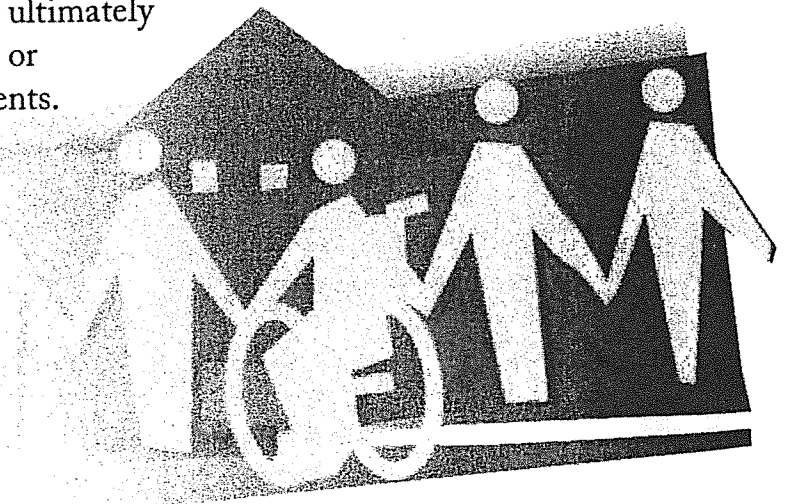
- Conducting yourself in a manner that will not disturb your neighbors.
- Not engaging in criminal activity in the unit, common area, or grounds.
- Keeping your unit clean and not littering the grounds or common areas.
- Disposing of garbage and waste in a proper manner.
- Complying with local codes that affect the health or safety of the residence.
- Maintaining your apartment and common areas in the same general physical condition as when you moved in.
- Reporting any apparent environmental hazards to the management, such as peeling paint—which is a hazard if it is a lead-based paint—and any defects in building systems, fixtures, appliances, or other parts of the unit, the grounds, or related facilities.

Your **Participation** *is important*

Residents in HUD-assisted multifamily housing can play an important role in decisions that affect their project. Different HUD programs provide for specific resident rights. You have the right to know under which HUD program your building is assisted. To find out if your apartment building is covered under any of the following categories, contact your management agent.

If your building was funded under **Section 236, 221 (d)(3)/BMIR, Rent Supplement Program, Section 202 Direct Loan Program, Section 202/811 Capital Advance Programs, or is assisted under any applicable project-based Section 8 programs**, and prior HUD approval is required before the owner can prepay, you have the right to participate in or be notified of, and comment on, the following:

- An increase in the maximum permissible rent.
- Conversion of a project from project-paid utilities to tenant-paid utilities or a reduction in tenant utility allowance.
- Conversion of residential units in a multifamily housing project to a nonresidential use or to condominiums, or the transfer of the project to a cooperative housing mortgagor corporation or association.
- Partial release of mortgage security.
- Capital improvements that represent a substantial addition to the project.
- Nonrenewal of a project-based Section 8 contract.
- Any other action which could ultimately lead to involuntary temporary or permanent relocation of residents.
- Prepayment of mortgage.



Your Participation *continued...*

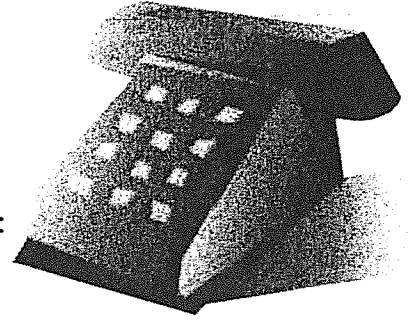
If your unit has a project-based Section 8 contract that is expiring or being terminated and will not be renewed, the assisted family may elect to remain in the same project in which the family was residing on the date of the eligibility event for the project. The family residing in an assisted unit may be eligible for an enhanced voucher. Owners must provide a 1-year notification of their intent to opt out of the Section 8 contract. Residents may use the Section 8 voucher in any building with rents in the allowable range. Eligible tenants can receive enhanced vouchers only if they remain in the same project in which they resided on the date the Section 8 contract was terminated. If an eligible tenant moves, they are eligible for a Section 8 voucher that is not enhanced. You also have the right to Relocation Counseling, where you can learn about housing options available to you.

Residents of HUD-assisted housing are our partners and partners in their communities. HUD regulations give residents the right to press for improved conditions by organizing independent resident associations. These associations encourage residents to become involved in the decisions that affect their homes without harassment or retaliation by property owners or management.

—Secretary of HUD

If you live in a building that is **owned by HUD** and is being sold, you have the right to be notified of, and comment on, HUD's plans for disposing of the building.

Additional **Assistance**



If you need help or more information, you may contact:

- Your property manager or management company.
- The project manager in HUD's Multifamily Hub, Multifamily Field Office, or your local Contract Administrator.
- Your local HUD Field Office - <http://www.hud.gov/local/index.cfm>
- The Outreach and Training Grant (OTAG), and Intermediary Technical Assistance Grant (ITAG) group in your area - <http://www.hud.gov/offices/omhar/tenants/grntmenu.cfm>
- The housing counseling agency in your community (for assistance, call the HUD Housing Counseling Service Locator at 1-800-569-4287).
- HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 to report maintenance or management concerns.
- HUD's Office of Inspector General Hot Line at 1-800-347-3735 or 202-708-4200 to report fraud, waste, or mismanagement.
- Citation to the Multifamily Housing Rule—24 CFR Part 245.
- World Wide Web - <http://www.hud.gov>

If you believe that you have been discriminated against, or would like information on what constitutes housing discrimination, call 1-800-669-9777, or call your local HUD Office of Fair Housing and Equal Opportunity.

Your local government tenant/landlord affairs office, legal services office, and tenant organizations may also provide you with information on additional rights you have under local or state law.

The brochure about your rights and responsibilities as a resident of HUD-assisted multifamily housing is available in languages other than English. To find out which language versions are currently in stock, contact HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470.

WATERBED ADDENDUM

This Agreement is attached to and forms a part of the Lease Agreement dated _____, between _____, "Owner/Agent" and _____, "Tenant."

Tenants desire to keep a waterbed in the dwelling they occupy under the Lease Agreement referred to above, and because this agreement specifically prohibits keeping waterbeds without the Owner's prior written consent, Tenants agree to the following terms and conditions in exchange for this consent:

1. Tenants agree to keep one waterbed approved by Owner/Agent for this dwelling. Waterbed shall consist of a mattress at least 20 mil thick with lap seams, a safety liner at least 8 mil thick, and a frame enclosure which meets the Waterbed Manufacturer's Association standards.
2. Tenants agree to consult with Owner/Agent about the location of the waterbed. They agree to install and dismantle the bed according to the manufacturer's specifications and further agree not to relocate the bed without the Owner's prior consent.
3. Tenants agree to allow Owner/Agent to inspect the waterbed installation at any and all reasonable times and tenants agree to remedy any problems or potential problems immediately.
4. Tenants agree to furnish owner/Agent with a copy of a valid liability insurance policy for at least \$100,000 covering this waterbed installation prior to the installation of the waterbed, and agree to renew the policy as necessary for continuous coverage.

Owner/Agent

Tenant

Date

Tenant

Tenant

Date



"This institution is an equal opportunity provider, and employer."

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD)."



5.09/4-11