

**DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF CHICKASAW, ALABAMA**

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page or abide by a lease addendum provided by the Landlord and mailed to the Tenant as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

State of Alabama, **THIS LEASE MUST BE SIGNED BY ALL ADULT MEMBERS OF THE FAMILY**
County of Mobile

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Applicant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at _____, Chickasaw, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 5th day of the month. The monthly rent is _____. The Utility Allowance allowed for the unit is _____. The Tenant shall pay on the first day of the month in advance to the Housing Authority the sum of _____, which is the difference between the rent and the utility allowance allowed. If the Utility Allowance results in a negative rent amount, the Housing Authority shall pay this amount to the Tenant, unless this lease has been terminated for violations of the provisions of the lease. Tenant agrees by signing this lease that, if the Utility Allowance reimbursement owed to the tenant is less than \$20.00 per month, the allowance will accrue in the tenant's account until the reimbursement totals not less than \$20.00 at which time disbursement will occur. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violations of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by the Court. This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. **FAILURE TO MEET THE COMMUNITY SERVICE REQUIREMENTS IN THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY SHALL BE GROUNDS FOR NON-RENEWAL OF THE LEASE.** If

Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be assessed attorney fees and court costs associated with the legal action for willful violations, as determined by the Court. Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of \$200.00. An additional \$100.00 deposit will be charged to households that contain member(s) that use tobacco products. The security deposit may be paid in installments of \$100.00 each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or devise shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord agrees to furnish water & sewage in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain gas, electricity & garbage.

ZERO TOLERANCE POLICY:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF CHICKASAW, ALABAMA

I have received a copy of this lease and I hereby declare that the facts given in my Application for the Housing the facts given in my Application for the Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

By:

_____	_____	_____	_____
Housing Authority Representative	Date	Head of House	Date
_____		_____	_____
Title		Spouse/Other Adult Member	Date
		_____	_____
		Other Adult Member	Date

A \$30.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 5TH OF THE MONTH - Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

(A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the

specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information, in writing, regarding such change. Family members who move from the dwelling unit shall be removed from the lease. The tenant shall report the move out, in writing, within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list. Medical hardship or other circumstances may be considered by the Landlord in making determinations under this paragraph. Also, the remaining members of the family may be over housed according to the occupancy standards of the Landlord and required to transfer as specified below in Section IV(CC) of dwelling lease.

(D) Changes in rent will be made as follows:

1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income.

2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the actual date of the decrease of income and/or the date the tenant reported the decrease, in writing, whichever is later. The information must be verified, in writing, by the Landlord.

3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

5. MINIMUM RENT HARDSHIP EXEMPTIONS:

The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

- The income of the family has decreased because of changed circumstance, including loss of employment.

- A death in the family has occurred which affects the family circumstances.

- Other circumstances which may be decided by the HA on a case by case basis.

HEAD OF HOUSEHOLD INITIALS:_____ Note: All of the above must be proven by the Tenant by providing verifiable information in writing to the CHA prior to the rent becoming delinquent.

6. If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term "guest" means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on the behalf of the tenant.

Covered Person: A tenant, any member of the tenant's household, a guest or other person under the tenant's control.

Household: The family and any HA approved live-in aide.

Other Person Under the Tenant's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial reasons is not under the tenant's control.

Premises: The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised by the rental agreement to the tenant.

Violent Criminal Activity: Any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Tenant Agrees:

(A) To use premises as your sole domicile and not to assign the lease or to sublease the premises;

(B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without written permission of the landlord;

(C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V.(B) of this lease;

(D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation. Visits of more than 14 days in a calendar year shall be authorized only by the Landlord with advance documentation of extenuating circumstances. Guests remaining beyond this period shall be considered unauthorized occupants and the head of household shall be guilty of a breach of the lease. Tenants will not be given permission to allow a former Tenant of the Landlord who has been evicted to occupy the unit for any period of time. **VIOLATIONS OF THIS PARAGRAPH WILL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE;**

(E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;

(F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;

(G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;

(H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;

(I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. **TENANT AGREES THAT FAILURE TO MAINTAIN CONTINUOUS UTILITY SERVICE IS CONSIDERED TO BE A SERIOUS BREACH OF THIS LEASE IN THAT THE CESSATION OF SERVICE OF GAS, ELECTRICITY OR WATER IS A THREAT TO THE SAFETY AND HEALTH OF TENANTS OF THE LANDLORD.** Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;

(J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;

(K) To pay reasonable charges other than for normal wear and tear for the repair of damages to the premises. Nicotine or smoke stains on interior painted surfaces or other surfaces in the premises resulting from the use of tobacco products is considered damage and is not regarded as "normal wear and tear."

(L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent safe and sanitary condition;

(M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including HA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is ground for eviction. Landlord shall not terminate or refuse to renew this lease due to an incident of actual or threatened domestic violence, dating violence, or stalking. These incident(s) will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. The tenant may be required to complete the HA's forms documenting the incident(s) within the time as set by the CHA.

2. Any drug-related criminal activity on or off such premises; or any activity by a tenant, member of the tenant's household, or guest, and any activity engaged in on the premises by any other person under the tenant's control in which the Landlord determines that a Tenant, guest, or other person under the tenant's control is illegally using a controlled substance. The HA may evict a family when the HA determines that a household member is illegally using a drug or when the HA determines 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.

3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.

4. The HA may terminate the tenancy if a member of the household is:

(a) 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.

(b) Violating a condition of probation or parole imposed under federal or state law.

(c) Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES

THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

(N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);

(O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises or tenant's personal property, except and under the conditions prescribed by Landlord;

(P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. Tenants are only allowed to keep common household pets in their units subject to the execution of the pet policy of the Landlord and proper execution of the Lease addendum for pets. Tenant agrees to comply with pet policy and violation of the pet rules, as outlined in the Lease addendum, will be grounds for removal of the pet, termination of pet owner's tenancy or both. VIOLATION OF THIS PARAGRAPH SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THIS LEASE;

(Q) To pay when due all charges due under this lease;

(R) Not to install any clothes dryer, additional telephones, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent. An additional security deposit may be required for approved alterations.

(S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project.

(T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;

(U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;

(V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale, not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition; The parking of buses, trailers, boats, Motor Homes and campers in the project area cannot be permitted unless written permission is given by the landlord;

(W) To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days. If the tenant willfully fails to do so, the Landlord may recover actual damages from the tenant. During any absence of a tenant in excess of 14 days, the Landlord may enter the dwelling unit at times reasonably necessary.

(X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.

(Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section III.(C) of this lease);

(Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

(AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.

(BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.

(CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

(DD) To furnish complete and accurate written information in a timely manner.

(EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.

(FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.

(GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.

(HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U. S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.

(II) Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.

(JJ) Tenant agrees to accept the HA's offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA's offer of a revision to an existing lease within a reasonable time as determined by the HA.

(KK) Tenant agrees that the HA may require the tenant to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the Lease. The decision to exclude is solely that of the HA.

(LL) Tenant agrees that this lease may be terminated if the HA discovers after admission that the tenant was ineligible for admission.

(MM) Tenant agrees that this lease may be terminated if the HA discovers material false statements or fraud by the tenant in connection with the application for assistance or with reexamination of income.

(NN) An operational smoke detector is located in each apartment unit. Tenant agrees to keep the smoke detector full operational at all times and will immediately notify Landlord of any smoke detector malfunction. At no time will tenant, or member of the household or any guest of the tenant alter the smoke detector. Any such attempt or alteration shall be considered to be a serious breach of the lease and shall be grounds for termination of tenancy.

(OO) Tenant agrees that the tenant and members of his/her household and guests of the tenant will not use loud, profane, abusive or threatening language when speaking to or in the presence of HA staff or representatives of the HA.

(PP) The tenant may not withhold payment of rent to the Landlord, while in possession, to enforce any of the tenant's rights under this dwelling lease.

(QQ) To minimize the occurrence and growth of mold in the Leased premises, Tenant agrees to the following:

1. Moisture Accumulation. Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected areas soon as possible after occurrence; use exhaust fans in kitchen and bathroom (where equipped) when necessary. The kitchen bathroom and laundry areas are particularly at risk because these are areas in which the most water is utilized.
2. Ventilation. Tenant shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible.
3. Apartment Cleanliness. Tenant shall clean and dust the Leased Premises regularly and shall keep the Leased Premises, particularly the kitchen and bathroom(s), clean.
4. Notification of Management. Tenant shall promptly notify Landlord of the presence of the following conditions:
 - (a) Water leaks, excessive moisture or standing water inside the Leased Premises or any community common area;
 - (b) Mold growth in or on the Leased Premises that persists after tenant has tried several times to remove it with household cleaning solutions, such as Lysol or Pine-sol disinfectant, Tilex Mildew Remover, Clorox or a combination of water and bleach;
 - (c) A malfunction in any part of the heating, air conditioning or ventilation system in the Leased Premises
5. Liability. Tenant shall be liable to Landlord for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of the Lease provisions under IV(QQ).
6. Violations. Violations of the Lease provisions under IV(QQ) shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

(A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "guest" means a person on the premises with the consent of a household member.

(B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

1. With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:

(a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.

(b) The Landlord's obligation to make reasonable accommodation for handicapped persons.

2. Live-in aide means a person who resides with an elderly, disabled or handicapped person and who:

(a) Is determined to be essential to the care and well-being of the person;

(b) Is not obligated for the support of the person; and

(c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY: Landlord may enter the premises under the following conditions -

(A) Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Tenant agrees that the HA monthly newsletter delivered as specified above shall serve as required notice for any reasonable purpose (pest control, inspections, preventative maintenance, routine maintenance, etc.) without any further notice.

(B) Landlord may enter the premises at any time without advance notification pursuant to court order, the Landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises, when there is reason to believe an emergency exists, or when tenant requests repairs, maintenance, or services.

(C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

(D) If a tenant refuses to allow lawful access, the Landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the Landlord may recover actual damages.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

(A) To maintain the premises and other project premises in decent, safe, and sanitary condition;

(B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;

(C) To make necessary repairs to the premises;

(D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;

(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; provided, however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damage to food or other personal property;

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV.(H) of this lease;

(G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

(H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefor, and providing the Tenant an

opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving residents sixty (60) days notice. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Tenant; or
2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

(I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

- (A) The Tenant shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: Provided, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time unless the Tenant rejects the alternative accommodation or if the damage was caused by the tenant, members of the tenant household or guests.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

(E) HEALTH & SAFETY VIOLATIONS - A VIOLATION OF ANY OF THE HEALTH AND SAFETY HAZARDS MENTIONED BELOW WILL BE CONSIDERED A SERIOUS VIOLATION OF YOUR DWELLING LEASE AND MAY RESULT IN THE TERMINATION OF YOUR LEASE AND EVICTION.

1. Tripping Hazards: Exposed cords, for example - extension, cable, telephone, etc. are a tripping hazard and are not allowed on the floor or stairway of your apartment.

2. Bedrooms with Only One Window: You are not allowed to block a window with anything, for example - furniture, fans, air conditioners, etc. in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside

3. Fire Extinguishers: Any resident owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment because it is considered a safety hazard.

4. Window Air Conditioners: Any window air conditioner must have a faceplate cover, otherwise, the unit must be removed from the apartment because it is considered a safety hazard.

5. Smoke Alarms: Federal Regulation requires a working smoke alarm in each level of your apartment and according to your lease you cannot tamper with or cover your smoke alarm at any time or for any reason. If you tamper with or cover your smoke alarm you will be charged any and all appropriate posted maintenance charges for this offense and you may receive a notice of lease termination. The HA has a separate "smoke alarm" policy under its House Rules, which must be agreed to and signed by the Tenant.

6. Electrical: All electrical panels/boxes/outlets must remain covered with switch plates/or plug covers. It is also a lease violation to tamper with external/internal breaker or meter bases.

7. Hot Water Heaters and Space Heaters: Due to fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.

8. Door Locks and Window Locks: All entrance door locks and window locks must function properly in order to secure your apartment. Please report any problems with your door and/or window locks to the Maintenance Department.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord may take possession of the dwelling after the Tenant has moved out or otherwise abandoned the premises. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current (if rent is due), and Tenant has not notified the Landlord by the fifth day of the intended absence. If Tenant leaves property in the unit more than 14 days after termination by the Landlord or termination by the tenant pursuant to this lease, the Landlord has not duty to store or protect the Tenant's property in the unit and may dispose of it without obligation. The HA, after receiving probable cause to believe that the unit may have been abandoned, shall place a Notice of Abandonment on the door, mail a copy to the last known address of Tenant, notify the designated person as listed in this Lease and change the locks on the doors to secure the unit.

X. NOTICES:

(A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

(B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII.(F) of this lease:

1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI.(B) shall constitute adequate notice of proposed adverse action.

2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(C) All notices in this lease may run concurrently without further notice at the discretion of the Landlord.

XI. NOTICE PROCEDURES:

(A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:

(1) Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the tenant's last known place of residence.

(2) Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U.S. first class mail properly addressed.

(B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. Notice provided in this section does not apply to the notice required to terminate a tenancy or evict a tenant.

(C) If the Tenant is visually impaired, all notices must be in a format understandable by Tenant.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

(A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause. Good cause includes, but is not limited to:

(1) Criminal or other activity by a member of the household that threatens the health or safety of other public housing residents, HA employees, or of persons residing in the immediate vicinity of the premises; or

(2) Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.

(B) If there is material noncompliance by the tenant with the dwelling lease, the Landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in 14 calendar days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice to terminate the lease, the dwelling lease shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the dwelling lease shall not terminate.

(C) The notice of lease termination/demand for possession shall state specific grounds for termination, what must be done (if anything) to cure the deficiency(s), or state that the deficiency is not curable, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. **THE NOTICE OF LEASE TERMINATION AND DEMAND FOR POSSESSION MAY BE COMBINED INTO ONE DOCUMENT.** When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

(D) Any federally and state required notices shall run concurrently.

(E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

(1) State that the Tenant is not entitled to a grievance hearing on the termination.

(2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U. S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development Regulations.

(3) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

(A) Landlord discretion to consider circumstances. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

(B) Notice to Post Office. When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

(A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

(B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII.(H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SECURITY DEPOSIT:

Tenant agrees to pay a security deposit as specified in the 1st (or 1st replacement page) of the lease. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease. Upon termination of the tenancy, money held by the Landlord as security may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the tenant's noncompliance as itemized by the Landlord in a written notice delivered to the tenant together with the amount due in accordance with Alabama law after the termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the 14 day notice to vacate period has expired. Upon vacating the premises, the tenant shall provide to the Landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the Landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 180 days.

XIX. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS.

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

A: Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

B: The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord, for the benefit and well-being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW) EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

XXI. DESIGNATION OF CONTACT PERSON (NOT REQUIRED TO BE COMPLETED)

Tenant designates the following adult person as the party to contact in the event the Lease is terminated, if the Tenant cannot be contacted by the HA or the Tenant is otherwise unavailable:

NAME: _____

RELATIONSHIP: _____

ADDRESS: _____

HOME PHONE: _____

BUSINESS PHONE: _____

XXII. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Tenant, and a copy of the statement shall be retained by the Landlord in the Tenant's files. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV.(K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

XXIV. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS:

Housing built before 1978 may contain paint containing lead. The Landlord has disclosed the presence of KNOWN lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The Landlord has made available (to all residents/applicants) access to written files containing notice of risk assessments, paint inspections, and/or hazard reduction activities relating to lead paint relating to your apartment. **HOUSEHOLD'S INITIALS IS ACKNOWLEDGMENT OF:**

- _____ I do not want to review the lead-based paint records referenced above;
OR
- _____ I do want to review the lead-based paint records referenced above.
- _____ I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.
- _____ I received a copy of the pamphlet, "Protect Your Family from Lead in Your Home."

XXV. HOUSE RULES: Tenant agrees to comply with the attached House Rules, approved by the Board of Commissioners.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY. ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE, A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION. RESIDENT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NOT DUTY TO PROVIDE POLICE SERVICES OR PRIVATE SECURITY TO THE RESIDENT, AND GUESTS (INVITED OR NOT), OR THE APARTMENT COMMUNITY. RESIDENT FURTHER AGREES AND ACKNOWLEDGES THAT, EVEN IF THE LANDLORD CHOOSES TO PROVIDE COURTESY SECURITY OR POLICE SERVICES, THESE SERVICES SHALL NOT CONSTITUTE ANY MODIFICATION OF THE ABOVE AGREEMENT. THE LANDLORD SHALL NOT BE LIABLE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR POLICE SERVICES, OR FOR CRIMINAL OR WRONGFUL ACTIONS BY OTHERS AGAINST THE RESIDENT OR GUESTS. IF THE LANDLORD DOES PROVIDE ANY SECURITY OR POLICE SERVICES, IT MAY ELECT TO REDUCE, MODIFY, TERMINATE, OR CHANGE THE NATURE, SCOPE, AND PROVIDER OF SUCH SERVICES WITHOUT NOTICE TO, OR CONSENT FROM, THE RESIDENT.

REPRESENTATIVE FOR CHICKASAW HOUSING AUTHORITY

HEAD OF HOUSE

TITLE

SPOUSE OR OTHER ADULT MEMBER

Revised 1/1/2006, 1/1/2007, 2/1/2009

OTHER ADULT MEMBER