

LEASE AGREEMENT

GENERAL INFORMATION:

- A. PROHIBITION AGAINST DISCRIMINATION:** This housing project 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 1975. In accordance with Federal civil rights law and U.S. Department of Agriculture ("USDA") civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs. Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Or

Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W.
Washington, D.C. 20401;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

- B. PARTIES TO THE LEASE:** Throughout this lease (the "Lease") there will be references to regulations and requirements of the USDA, Rural Development that you and the owner of the property must follow and comply with. The USDA, Rural Development, which is the agency that has financed this housing project, will be referred to in this lease as the "USDA, RD." The owner of the Complex will be referred to as the "Owner," and the owner's agent will be called "Management." You will be called the "Resident."
- C. RENT SCHEDULES:** Pursuant to the agreements between the Owner and the USDA, RD, a basic rental schedule and a note rate rental schedule have been established for each unit in the development. The Owner has agreed:

1. That the amount of rent charged for the unit that Resident will be renting shall be the basic rent, or 30% of Resident's monthly income (less allowances for certain living expenses authorized by the USDA, RD), whichever is greater, but in any event not to exceed the note rate rental of the unit; and
2. That a recertification of Resident's income will be obtained at intervals of not less than one (1) per year, or if a change of income has occurred, as required by the USDA, RD and that the rental charged shall be adjusted by the Owner or Management to reflect income changes shown by the recertification.

D. ELIGIBILITY REQUIREMENTS: Eligibility for occupancy of this Complex is limited by federal law to certain low and/or moderate-income residents. Occupancy may also be limited to households qualifying as elderly or handicapped/disabled according to the regulations of the USDA, RD. Prior to execution of this Lease, Resident must provide Management with verification of income and complete an application for housing. All eligibility and rent requirements are determined using form USDA, RD 3560-8, "Resident Certification." By executing this document, Resident acknowledges that rental rates in this Agreement are based on the form USDA, RD 3560-8 and agrees to submit to recertification of income and eligibility at least on an annual basis or upon a change of income. Resident agrees to cooperate with this process by providing all required income information and further agrees to comply with all USDA, RD requirements. Resident's failure to comply with the eligibility determination process, or Resident's providing of false or misleading information to Management will lead to eviction and possible criminal or civil prosecution. USDA, RD has the right to further verify any information provided by Resident.

E. CONDITIONS OF THE AGREEMENT:

1. This is made this _____ day of _____, _____ between the Owner, _____, and the Resident _____.

2. In consideration of (a) Resident's representations in Resident's rental application and (b) Resident's payment of the rent and performance of the other provisions of the Lease, the Owner leases to Resident _____ (the "Unit") in the apartment community commonly known as _____ (the "Complex"), located at _____.

3. OCCUPANCY:

a. The following individuals will be occupying the Unit and are considered "Occupants" and each an "Occupant":

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. **UNAUTHORIZED PERSONS:** No person other than those listed above may reside in the Unit.

c. The terms contained in this Lease, other than the payment of the security deposit and monthly rent, shall be joint and several, and each of the Occupants expressly agrees to abide by the terms of this Lease without regard to any non-performance by the Resident and/or any other Occupant.

4. RENT, LATE FEES & UTILITIES:

a. **RENT AND LATE FEES** During the term of this Lease, Resident shall pay as rent \$ _____ payable in monthly tenant contributions of \$ _____ in advance on the _____ day of each and every month (the "due date") beginning with the commencement date of this Lease. Resident shall pay the monthly tenant contribution by cash, money order, or check. Rental payments may be made at the

site office located at _____ or mailed to _____. If Resident does not pay the full monthly tenant contribution on or before ten (10) days after its respective due date, the Resident may also be charged a "LATE FEE" of \$_____. Late Fee will be an amount equal to five percent (5%) of the Resident's gross tenant contribution or \$10, whichever is higher, and is hereby deemed additional rent. If Resident receives housing benefits from source(s) other than USDA, RD, Resident may be subject to the late rent fee requirements of such other funding source(s). Management agrees to accept tenant contributions without regard to any other charges owed by Resident to Management, and to seek separate legal remedy for the collection of any other charges which may be owing to Management by Resident. Repeated late tenant contributions in excess of two (2) times, is a violation of this Lease that may lead to Lease termination at Management's discretion.

b. **INCREASE IN RENT DURING LEASE TERM:** The basic and note rate monthly tenant contributions are subject to change by Management upon approval of the change by the USDA, RD, in accordance with its regulations. When submitting a request for such a change to the USDA, RD, Management shall provide written notice of the proposed change request to the Resident and solicit comments. Resident will be given 20 calendar days to provide comments. Notice may be provided by mailing and posting pursuant to the USDA, RD's regulations. Any change in basic and market monthly tenant contributions approved by the USDA, RD shall be effective as of the date stated in a notification of the approved change to the Resident, which change shall go into effect no less than thirty (30) days after the date of notice of same to the Resident. The monthly tenant contribution made by Resident may never be less than the current basic rent.

d. **NO RENT INCREASE BECAUSE OF PREPAYMENT OR DEFAULT BY OWNER:** No increases in Resident's tenant contribution to rent will take place because of prepayment of the Owner's USDA, RD loan during the term of the Lease. Should any federal subsidies paid to the Owner on behalf of Residents be suspended or canceled due to monetary or nonmonetary default by the Owner, the tenant contribution made by the Resident (or when applicable, the payment received by Resident from Owner) shall not change over that which would have been required had the subsidy remained in place.

e. **UTILITIES:** The tenant contribution to rent includes the following utilities: _____ . Management agrees to provide utilities to the Unit and Complex, however any failure to provide the same due to events beyond the reasonable control of Management shall not be grounds for constructive eviction or abatement of tenant contribution. Resident has responsibility for payment of all telephone and cable TV charges (inclusive of hook-up and installation) and all electric utilities. When Resident takes possession of the Unit, Resident must notify _____ to place the Unit meter in Resident's name and sign a utility release for Management. Resident is responsible for paying utility charges not included in the tenant contribution to rent promptly when due. If Resident fails or refuses to pay any utilities required to be paid by Resident directly to the provider, and such provider requires Management to expend funds to pay such provider to maintain utility service to the Unit, Resident shall be responsible for reimbursing Management for the same. Failure to pay utility charges when due is a Lease violation.

5. **TERM:** The term of this Lease shall be for one (1) year, beginning the first day of _____, _____. If the Resident takes possession of the Unit prior to the commencement date of this Lease, Resident shall pay the tenant contribution to rent at the rate and in the manner required by this Lease, and such possession in all other respects shall be subject to the applicable provisions of this Lease. All subsequent renewal terms shall also be for a period of one (1) year each. The tenant contribution to rent for each subsequent period of tenancy shall be such amount as Management may lawfully establish and Resident shall continue to be subject to all provisions of this Lease. The Lease and Resident's right to occupy the Unit, shall terminate automatically at the end of the Lease term 1) if not properly renewed under the terms and conditions of the program requirements, or 2) if the Resident shall fail to recertify his or her income eligibility or otherwise provide any documentation to qualify for any income or rental

assistance as set forth in the Lease or any attachment to the Lease.

6. **POSSESSION:** Resident shall not be entitled to possession of the Unit until (a) Resident and Management have signed this Lease, (b) the prior resident has vacated the Apartment, and (c) Resident has paid the tenant contribution to rent for the first month of the Lease term, as well as the security deposit and any other lawful charge payable by Resident prior to taking possession. If the Resident is unable to take possession at the commencement date of the Lease because the Unit is not ready for occupancy, or because a prior resident is holding over, or because of any cause beyond Management's control, the Lease term will begin on the first day of the following month provided that possession can be delivered to the Resident by that time. If possession cannot be delivered by that time, either party to this Lease shall have the right to terminate this Lease on written notice to the other.
7. **RETURNED CHECK CHARGE:** Resident shall pay Management a **\$35.00** processing charge for any check of Resident that is returned because of insufficient funds, a closed account or any other similar cause. This charge is hereby deemed additional rent. In the event that Resident's check is returned because of insufficient funds, a closed account, or any other similar cause, Management shall have the right to require Resident to pay the monthly tenant contribution by cash, money order, certified check, or cashier's check. Such tenant contribution to rent shall not be considered paid until it is actually received and collected by Management.
8. **USDA, RD RENTAL ASSISTANCE:** If Resident receives USDA, RD rental assistance from the USDA, RD, Resident makes the following representations, and Resident's signature on this Lease memorializes that Resident (a) has read the statements, (b) acknowledges that the same are true and accurate, and (c) agrees to abide by and be legally bound by the terms of the representations:
 1. I understand and agree that as long as I receive rental assistance, my gross monthly tenant contribution (as determined on the latest Form USDA, RD 3560-8, which must be attached to this Lease) for rent and utilities will be \$_____. If I pay any or all utilities directly (not including telephone and/or cable TV), a utility allowance of \$_____ will be deducted from my gross monthly tenant contribution and my resulting net monthly tenant contribution will be \$_____. If my net monthly tenant contribution would be less than zero, Management will pay me \$_____.
 2. I also understand and agree that my monthly tenant contribution under this Lease may be raised or lowered, based on changes in my household's income or adjustments to income, and that any failure to submit information necessary to verify such income, changes in the number and age of persons living in my household, and changes in basic and market monthly rental rates approved by the USDA, RD. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Owner and USDA, RD expires, or has not been renewed because of my own failure to recertify my income in accordance with the USDA RD 3560 requirements, I understand and agree that my monthly tenant contribution may be adjusted to no less than \$_____ (basic rental) nor more than \$_____ (note rate rental) during the remaining term of this Lease, except that these rental rates may be changed by a USDA, RD approved rent change or occupancy charge change. I understand that if I receive unauthorized assistance due to fraud or misrepresentation on my part or that of any Occupant, I will be required to pay back the amount of unauthorized assistance. I understand that no change in my tenant contribution will occur due to my rental assistance being suspended, canceled, or terminated due to Management or the Owner's fault.
 3. I understand and agree 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 USDA, RD 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.

4. I understand and agree that failure or refusal to recertify my income in accordance with the provisions of this paragraph, the Lease, and USDA, RA requirements, will terminate this Lease and result in my eviction from the Unit.

9. **USDA, RD PLAN I PROJECTS:** If Resident will be occupying a unit in an apartment complex financed pursuant to USDA, RD's Plan I, either with or without interest credit approved on or after August 1, 1968, Resident makes the following representation, and Resident's signature on this Lease memorializes that Resident has read agrees to the terms of the statement:

I understand and agree that my tenant contribution to rent of \$_____ per month [includes] [excludes] my cost of utilities. I further understand and agree that should I be permitted to occupy the Unit when my income exceeds maximum limits, I shall pay a 25 percent (25 %) rental rate surcharge in addition to my tenant contribution to rent .

10. **USDA, RD PLAN II INTEREST CREDIT:** If Resident will be occupying a unit in an apartment complex financed pursuant to USDA, RD's Plan II Interest Credit, Resident makes the following representations and Resident's signature on this Lease memorializes that Resident has read and agrees to the terms of the statement:

I understand and agree that my gross monthly tenant contribution as determined on the latest Form USDA, RD 3560-8, 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 except that I will pay no less than the basic rent or more than the note rate rent stated below. My net monthly tenant contribution will be \$_____. I understand that should I receive rental subsidy benefits (interest credit) to which I am not entitled, I may be required to pay back the sums I was not owed and I agree to pay any amount of benefit to which I was not entitled. I also understand and agree that my monthly tenant contribution under this Lease may be raised or lowered based on changes in my household's income, failure to submit information necessary to verify income, changes in the number and age of persons living in my household and changes in the basic and note rate rental rates approved by the USDA, RD. My tenant contribution will not, however, be less than \$_____ (basic rental) nor more than \$_____ (note rate rental) during the term of this Lease, except that these rental rates may be changed by a USDA, Rural Development approved rent change. I understand that my tenant contribution will not change if the interest credit is suspended, canceled, or terminated due to Management's or the Owner's fault.

11. **RECERTIFICATION BASED ON CHANGE IN HOUSEHOLD OR INCOME:** Resident hereby understands and agrees that Resident may request a recertification and accompanying redetermination of rent pursuant to the USDA, RD guidelines and standards based upon any changes in family income, family composition and other eligibility requirements. Resident must request a recertification and accompanying rent redetermination whenever permanent changes to gross household income or permanent adjustments to household income result in an increase of \$100.00 or more per month or \$1200.00 or more per year. Resident may request a recertification and accompanying rent redetermination whenever permanent changes to gross household income or permanent adjustments to household income result in a decrease of \$50.00 or more per month or \$600.00 or more per year. Resident must also notify Management of any changes in his or her income or assets, his or her qualifications for adjustments to income, his or her citizenship status, or his or her household size or composition, whether related or unrelated, adults or children.

12. **ANNUAL RECERTIFICATION OF INCOME:** Resident agrees that a recertification of Resident's household income shall be made with Management no less than sixty (60) days prior to one (1) year from the date of this Lease, provided however, that in any event, Resident shall recertify his or her income upon the execution of any subsequent Lease of the Unit. Resident understands that failure to comply with recertification requirements of the USDA, RD, or the provision of false or misleading information regarding

income or other eligibility factors can lead to Resident's eviction from the Unit and Complex. Furthermore, Resident agrees that if Resident fails to recertify or refuses to cooperate in the recertification process, Management may charge Resident the note rate rent and occupancy surcharge during the period of occupancy with an expired certification.

Resident understands and agrees that unless a new lease or an addendum extending the Lease is signed, Resident occupies the Unit without authorization and is subject to removal by a court of competent jurisdiction. Resident understands and agrees that the Landlord shall charge Resident for use and occupancy of the Unit for each day Resident occupies the Unit beyond the Lease term, but that Management's acceptance of such payment(s) does not constitute a renewal, continuation or extension of the Lease. Resident expressly acknowledges and agrees that only the execution of a new lease or an addendum extending the Lease by both parties will extend, continue or modify (as the case may be) this Lease.

13. RENT ADJUSTMENT: Resident agrees that the monthly tenant contribution is subject to adjustment by Management to reflect income changes disclosed by any of Resident's recertifications, and Resident agrees to be bound by such adjustment. Management agrees to give thirty (30) days advanced written notice of any such adjustment to the Resident, stating the amount of the adjusted monthly rental the Resident will be required to pay. If the Resident refuses cooperation with the recertification process, or delays completion of the recertification process until after thirty (30) days prior to the due date for recertification, resident will be deemed to have waived the thirty (30) day notice period for tenant contribution to rent adjustment. In such a case, any such adjustment will take effect immediately upon recertification.

14. SECURITY DEPOSIT: At the same time this Lease is signed, Resident will deposit \$_____ (not to exceed the net tenant contribution or basic rent, whichever is greater) with Management as a "Security Deposit". The Security Deposit shall be deposited in a separate, segregated (from Management's operating account) account containing only security deposit(s) from the Complex plus interest thereon, in a federally insured financial institution located in the state in which the Complex is located. Amounts held as a Security Deposit may be used to compensate Owner for damage and loss caused or allowed by Resident, Resident's household members, Resident's family or guests, as specified in regulations of the USDA, RD and state law. The Security Deposit and any interest thereon may also be used to compensate Owner for unpaid tenant contribution to rent, late fees, items deemed additional rent in this Lease, or unpaid utility bills still owing after Resident has vacated the Unit. Until so used, the Security Deposit shall be held in an interest-bearing account, in trust, for the Resident, however Management may, at Management's discretion, offset any bank charges associated with such account with the interest earned on the security deposits held therein on an equal basis among such security deposits.

If Resident is receiving HUD assistance, he/she may be charged additional security deposits in accordance with HUD requirements.

If Resident is eligible for rental assistance or Section 8 assistance, he/she may pay the Security Deposit on the following installment payment plan:

Due Date	Amount	Balance Owed
___/___/___	_____	_____
___/___/___	_____	_____
___/___/___	_____	_____
___/___/___	_____	_____

___/___/___

___/___/___

Should any of the above installments not be timely received by Management, the total remaining amount of the Security Deposit shall become immediately due and payable in full.

The fact that Management holds the Security Deposit shall not affect Management's right to obtain possession of the Unit for the non-payment of any tenant contribution to rent, or any item deemed additional rent by this Lease, or for any other reason permitted by law. To the extent that the Security Deposit is not applied in a permitted manner, it shall be returnable to the Resident in a reasonable period of time (not to exceed thirty (30) calendar days after Resident and all Occupants claiming under him/her have fully and finally vacated the Unit. If Management assesses charges to the Security Deposit for damage to the Unit or Complex caused by the Resident or anyone coming onto the Complex with Resident's express or implied consent, an itemized accounting for such charges will be presented to Resident unless the Resident has abandoned the Unit or cannot be located with reasonable diligence. Under no circumstances may the Security Deposit be used by Resident as the last month's tenant contribution to rent.

F. ELIGIBILITY FOR RESIDENCE IN COMPLEX:

1. **ELIGIBILITY DETERMINATIONS:** Eligibility determinations will be made once each year at the same time as the annual recertification of income. Resident agrees to supply all requisite information in order for Management to make a redetermination of eligibility pursuant to USDA, RD guidelines and standards, including, but not limited to, verification of income from employment and all other sources, applicant's financial capability to meet living and rental expenses, credit reports, prior landlord references, family composition including names and ages of family members, and other personal financial data. Resident and Management agree that should Resident no longer meet the eligibility requirements of the project during the term of the Lease, Resident will be required to vacate the Unit within thirty (30) days of being notified of ineligibility by Management or at the end of the term of the current Lease (whichever is longer), unless an exception is authorized by the USDA, RD. USDA, RD has the right to further verify any information provided by Resident.
2. **ELIGIBILITY REQUIREMENTS:** Resident shall meet eligibility requirements pursuant to USDA, RD standards, including, but not limited to:
 - a. Be a U.S. Citizen or a qualified alien.
 - b. Be a very low, low, or moderate income person as defined by the USDA, RD.
 - c. Comply with the Lease provisions and project occupancy policies established by the Owner. The Complex's occupancy rules are attached to this Lease and also available from Management and are subject to change from time to time.
 - d. If Resident's household composition changes so that the Complex's unit density standards are no longer met (as defined in the Complex's occupancy policies), Resident agrees to relocate within the Complex to a unit of appropriate size when one becomes available. Management agrees to give thirty (30) days written notice prior to the date upon which Resident is required to relocate. If Resident refuses to move or if no unit of appropriate size becomes available during the current Lease term, Resident will be required to vacate the Complex unless an exception is authorized by the USDA, RD.

- e. Residents who hold a Letter of Priority Entitlement (“LOPE”) and who are temporarily occupying a unit for which they are not eligible agree to move/relocate when a suitable unit becomes available.
- f. Possess the legal capacity to enter into a lease agreement.
- g. Be eighteen years of age or older.

G. TERMINATION OF THE LEASE:

1. **TERMINATION BY MANAGEMENT:** Management may terminate or refuse to renew the Lease for material noncompliance with the Lease, or the occupancy rules, or for other good cause. The following is a non-exhaustive list of examples of material noncompliance:
 - a. Failure to pay tenant contribution to rent when due under the terms of this Lease.
 - b. Failure to meet eligibility requirements of the Complex.
 - c. Failure to comply with recertification requirements of the USDA, RD.
 - d. Provision or transmission of false or misleading or incomplete information regarding income or other eligibility factors to Management.
 - e. Making false, misleading, or incomplete statements in the rental application.
 - f. Failure to comply with all conditions and agreements contained in this Lease and all Lease addenda.
 - g. Failure to comply with occupancy rules and regulations established by Management.
 - h. Any action, omission, or conduct of the Resident, any member of the Resident’s household, or their guest(s) that: (1) disrupts the livability of the Complex by being a direct threat to the health or safety of any person, be it a guest, staff of Management, resident or other person(s) on Complex grounds; (2) interferes with the right of any resident or household member to the quiet enjoyment of their unit or compromises the safety of the residents or the Complex and related Complex facilities; or (3) results in substantial physical damage causing an adverse financial effect on the Complex or the property of others located thereon, EXCEPT when such threat can be removed by applying a reasonable accommodation.
 - i. Admission to or conviction of criminal conduct by the Resident or any Occupant for which the Resident or Occupant would be denied admission.
 - j. Interfering with the management or maintenance of any Complex property.
 - k. Acts or omissions that have an adverse financial impact on the Complex property.

Innocent Residents or Occupants who are not engaged in terminable conduct and who are not responsible for control of another Occupant or guest who did engage in terminable conduct may remain in the Unit if an otherwise eligible household remains or can be formed.

2. **NOTICE OF VIOLATION:** Prior to any such termination of the Lease, Management shall provide Resident with a “Notice of Violation”. The Notice of Violation shall:
 - a. Describe the violation of the Lease and/or occupancy rules by referring to the relevant provisions of the Lease or occupancy rules and stating the nature and frequency of the violation(s) so that the Resident

understands and may correct the problem. In those cases where the Lease violation is due to the Resident's failure to pay tenant's contribution to rent or additional rent, the Notice will state the dollar amount of the balance due on the rent account and the date of computation.

- b. State that the Resident is required to correct the Lease violation by a specified date, which shall be no less than ten (10) days from the date of the Notice of Violation.
 - c. State that the Resident may informally meet with Management to attempt to resolve the stated violation(s) before the date of corrective action specified in the Notice of Violation.
 - d. Advise the Resident that if he or she has not corrected the stated violation(s) by the date specified, Management may seek to terminate the Lease and Resident's rights of occupancy thereunder, by instituting judicial proceeding for eviction, at which time the Resident may present defense(s) and any counter-claim(s).
3. **SERVICE OF NOTICE ON RESIDENT:** Management shall serve the Notice of Violation by sending it first class mail to the Resident at his or her address at the Unit, or by serving a copy of the notice on any adult person answering the door at the Unit, or if no adult responds, by placing the Notice of Violation under or through the door at the Unit, or at an address known or reasonably believed to be the current resident of the Resident, if not regularly residing at the Unit. Service is hereby deemed effective when any method of service described hereinabove has been accomplished. The date on which the Notice of Violation is received by the Resident is hereby deemed to be the date on which the required first class letter is mailed, or the date on which the Notice of Violation is properly given, whichever method of service is used.
4. **NOTICE OF TERMINATION:**
- a. Upon failure by the Resident to meet the condition(s) or correct the violation(s) stated in the Notice of Violation by the date specified therein, the Resident will be notified, in writing, that the Resident's right to occupancy the Unit is terminated and that eviction is being sought through the appropriate judicial process (the "Notice of Termination").
 - b. The Notice of Termination shall state the basis for the termination of the Lease and the Resident's right to occupy the Unit thereunder, and will include the location and regular office hours during which the Resident (or Resident's counsel) may view its file and copy any information contained therein, to aid in the Resident's defense.
 - c. The Notice of Termination shall be given in the same manner described for the Notice of Violation except where state law requires a different procedure, in which event, the Notice will be given as required by the state laws of the state in which the Complex is located.
 - d. Any Notice of Termination shall be considered in effect unless otherwise communicated in writing by Management. Meeting with Management with respect to a Notice of Termination does not constitute a waiver, cancelation, suspension, or modification of such Notice of Termination. A waiver, cancelation, suspension, or modification of a Notice of Termination can only be considered as such, provided written notification from Management has been served upon to Resident stating same. Any tenant contribution to rent received after a Notice of Termination shall be considered neither an acknowledgment nor acceptance of the tenancy to continue beyond the stated date of surrendering the Apartment as stated in the Notice of Termination, but as a partial payment on a contractual obligation.
5. **EVICTIION:** If Management terminates the Lease, Management shall have the right to repossess the Unit and cause the Resident to vacate the Unit in the manner allowed by state law. If Management is forced to evict Resident, Resident shall pay Management the expense incurred in obtaining possession of the Unit and all other damages sustained by Management, including reasonable attorneys' fees, to the extent

permitted by law and the USDA, RD's regulations. Resident is required to continue to pay tenant's contribution to rent until a warrant of eviction has been served upon Resident, or Resident and all person(s) claiming possession of the Unit under Resident, have fully and finally vacated the Unit.

6. **PROHIBITED COLLECTION PRACTICES:** Management may not:
 - a. Take the personal property of Resident and hold it as a pledge until Resident performs any obligation that Management has determined Resident has failed to perform;
 - b. Demand or enforce an agreement by Resident that Management may institute suit without any notice to Resident that suit has been filed;
 - c. Evict Resident from the Unit or sell Resident's possessions without a legal proceeding; or
 - d. Charge Resident for attorneys' fees or other legal costs if the court finds in favor of Resident.
7. **TERMINATION BY RESIDENT:** Resident may terminate the Lease prior to expiration of its one-year term upon thirty (30) days advanced written notice to Management for good cause, including but not limited to, moving to another location for employment, loss of job, severe illness, death of spouse or other reasons customary or mandatory in the community, or after notification by Management of intent to prepay. If Resident does not desire to renew or extend the Lease upon expiration of the one-year Lease term, Resident is encouraged to provide written notice to Management no less than thirty (30) days prior to the Lease term's end date so that the appropriate steps may be taken to inspect the Unit, hand over possession of the Unit, and timely return the Security Deposit or portion thereof. Resident hereby acknowledges that Resident's failure to provide such notice in a timely fashion may result in a delay of Resident's returnable portion of the Security Deposit.
8. **REMOVAL OF PERSONAL PROPERTY AFTER RESIDENT VACATES:** Resident's occupancy will be deemed to continue even after Resident and Resident's household have personally ceased occupancy with the intent to vacate and leave the Complex, until such time as all personal property of Resident's household has been removed voluntarily or by legal means. The reasonable costs to Management for removing, storing, and disposing of Resident's household's personal property left after Resident vacates the Unit may be charged by Management against the Security Deposit.
9. **CONDEMNATION BY GOVERNMENT AUTHORITY:** If any part of the Complex is condemned by any government authority, and Resident's rights to occupy the Unit are substantially impaired thereby, then Resident may, upon advanced written notice to Management, terminate this Lease effective the date that possession of the condemned portion of the Complex is taken by such governmental authority.
10. **ACCELERATION:** If Management terminates the Lease, or evicts the Resident before the Lease term expires on time, or if Resident terminates the Lease before its term expires on time without good cause or without proper notice, Management shall may elect to accelerate the payment of the tenant contribution to rent reserved for the balance of the term of the Lease, and declare the entire amount immediately due and payable to Management, unless the Resident can demonstrate that: (1) Resident's reason for leaving was unlivable conditions amounting to constructive eviction under the laws of this state, or (2) Management has re-rented the Unit. Once the Unit is re-rented, there is no further obligation by the Resident to pay tenant contribution to rent unless Management had to re-rent at a lower rental rate. Management will make reasonable efforts to re-rent the Unit at the then, commercially reasonable rate to mitigate Resident's damages under this paragraph.
11. **ABANDONMENT OF PROPERTY:** Upon expiration of this Lease where Management has refused for lawful reasons to enter into another lease or an extension of this Lease with Resident, or upon lawful termination of the Lease, the Resident shall promptly remove all personal property from the Unit and vacate

the same. If Resident fails to remove personal property from the Unit and the Complex upon (1) expiration of the Lease where Management has refused for lawful reasons to enter into another lease or extend the existing Lease, or (2) lawful termination of the Lease, then Management may consider any personal property left behind at the Unit or the Complex, as abandoned if Management notifies Resident of its intent to treat the property as abandoned and advises Resident of the date of disposal of the property. Notice by Management will be by mailing such notice to the last known address of Resident, and posting such notice on the Unit door. Disposal of such property will be no sooner than fifteen (15) days after the date of mailing and posting the notice. Management may move the property from the Unit to another location on Complex grounds prior to the date of disposal in order to re-rent the Unit. It is agreed by Resident that Management shall not be responsible for damage to or loss of value of such property if Management follows the above procedure, and takes reasonable care not to damage such property. If Management disposes such property after giving proper notice and after the fifteen (15) day period, any avails of such disposition shall be the property of Management and any costs of such disposition may be charged by Management to the Security Deposit.

H. USE AND MAINTENANCE OF UNIT:

1. USE OF UNIT:

- a. Resident shall use and occupy the Unit in a clean and wholesome manner and in compliance with all applicable governmental requirements including all public health and police regulations relating to such use and occupancy to the full extent prescribed by law. Resident and anyone entering onto the Complex with Resident's express or implied consent shall not violate any laws.
- b. Resident shall not engage in any unlawful activities in the Unit or on the Complex grounds, nor shall Resident permit unlawful activities in the Unit or on Complex grounds by anyone coming onto the Complex grounds with his or her express or implied consent.
- c. Resident shall not use or operate any equipment or machinery that is harmful to the Unit or to the Complex community or that is disturbing to other residents of the Complex.
- d. Resident may not install a washing machine, dryer, air conditioning unit or freezer of any size without the prior written approval of Management.
- e. Resident shall not employ any person or persons in or about Complex grounds whose employment may, by law, constitute or create a liability on the part of Management. Resident shall not hire, as Resident's employee, any of Management's employees to perform any services at the Complex .
- f. Resident will advise Management of any planned absence from the Unit of two weeks or more.
- g. Residents shall not disable, impair the functioning of, or remove any life safety device, including by way of example but not of limitation, any smoke detector or carbon monoxide detector.
- h. Resident shall not repair, modify or make changes to any of the systems or equipment of the building in which the Unit is located, or of the Complex.
- i. Resident will not utilize any common area, hallways, or outside areas, for storage, decorating, gardening or other activities, without the prior express written approval by Management.
- j. Resident shall be financially responsible for extermination of any insect or rodent infestation caused by Resident's failure to prevent such infestation in the Unit, the building in which the Unit is located, or the Complex

2. **DRUG AND ILLEGAL ACTIVITY:** Resident, by executing this Lease, expressly agrees to, and acknowledges, the following:

It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of any illegal controlled substance or misuse of any controlled substance (as defined by local, state, or federal law) or illegal firearm, while in or on any part of the Complex is an illegal act. It is further understood that such act is a material Lease violation. Any such violation(s) (hereinafter, a "Drug Violation" or a "Firearm Violation", as the case may be) may be evidenced upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of any controlled substance (as defined by local, state, or federal law), or illegal firearm, in any local, state, or federal court.

Management may require Resident or other adult member of Resident's household occupying the Unit (or other adult or non-adult person outside the household who has entered the Unit or onto Complex property) who commits a Drug Violation or Firearm Violation to vacate the Unit permanently, within time frames set by Management, and not to thereafter enter upon Complex grounds or the Unit without the Management's prior consent as a condition for continued occupancy by (other) members of the Resident household. Management may deny consent for entry onto Complex grounds or the Unit, unless the person who committed a Drug Violation and/or Firearm Violation (collectively, and "Infraction") agrees to not commit any future Infraction and that person is actively participating in a counseling or recovery program, is complying with court orders related to the Infraction, or has completed a counseling or recovery program.

Management may require any Resident to show evidence that any non-adult member of the household occupying the Unit who committed the Infraction agrees to not commit another future Infraction and to show evidence that such person either is actively seeking or receiving assistance through a counseling or recovery program, is complying with court orders related to the Infraction, or has completed a counseling or recovery program within timeframes specified by Management as a condition for continued occupancy in the Unit. Should a further Infraction be committed by any non-adult person occupying the Unit, Management may require that person to be severed from tenancy (and vacate the Unit and Complex) as a condition for continued occupancy of the Unit by the Resident and other members of the Resident's household.

If a person vacating the Unit as a result of the above policies is one of the signatories to this Lease, the person shall be severed from the tenancy, and the Lease shall continue among any other remaining signatories and Management. Management may also, at its option, permit another adult member(s) of the household to become a signatory to the lease.

Should any of the above provisions governing an Infraction be found to violate any present or future laws, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of Resident afforded by law, but are intended for the safety and security of the Resident, other residents of the Complex, Management and Management staff.

3. **PRIVATE DWELLING:** Resident shall occupy the Unit for private dwelling purposes only. No business may be operated or supported from the Unit. Only Occupants listed on this Lease may reside with Resident without prior approval by Management and recertification. Resident shall not give accommodation to any roomers, lodgers or indigent individuals, and no Air B&B or like transient or partial use of the Unit shall be permitted.
4. **GUESTS:** Resident is permitted to have guests visit his or her household at the Unit. However, Management reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that any guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person is making recurring visits or one continuous visit of 14 days and/or nights in a 45-day period without prior notification to the Management. Should the Resident 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 Complex at the Unit, then Management may consider such person(s) a member of the Resident's household and may enforce any Lease provision shown to be broken and/or require recertification.

5. **RULES AND REGULATIONS:** Resident shall comply with all of the attached rules and regulations governing the Unit and the Complex, as well as all of Management's changes and additions to the rules and regulations, provided Resident is afforded reasonable advanced notice of such changes and/or additions.
6. **ASSIGNMENT OR SUBLEASE:** Resident shall not assign this Lease nor sublet the Unit or any portion thereof for any period(s) of time.
7. **PARKING:** If an assigned parking space in the Complex is provided to Resident in conjunction with the Lease of the Unit, Resident may only park one (1) operational and licensed personal passenger automobile in each place so specifically designated. Parking shall be subject to all applicable provisions of the Lease.
8. **STORAGE OF PROPERTY:** If Management should provide storage space to Resident on Complex grounds, Resident's personal property shall only be stored in the space designated by Management. This storage space shall be subject to all applicable provisions of this Lease, as well as all applicable laws.
9. **HABITABILITY:** It is the responsibility of Management to maintain the Unit, building in which it is located, and all common areas of the Complex in a decent, safe, and sanitary condition in accordance with state and local laws and codes and USDA, RD's regulations. Management will also provide snow removal, trash removal, grounds maintenance, cleaning and upkeep of common areas and hallways at no additional cost by residents of the Complex.
10. **QUIET ENJOYMENT:** Upon Resident paying the prescribed tenant contribution to rent and utility costs to be paid by Resident, and upon performing all of the other provisions of this Lease required of Resident, Management agrees that Resident and Occupants shall peacefully, quietly and exclusively have, hold and enjoy the Unit during the term of this Lease.
11. **NOTICE OF INJURIES:** In the event of any injuries to Resident or anyone coming onto the Complex with Resident's express or implied consent, or in the event of any damage to any of their property that is allegedly caused by the negligence of Management or its agents or employees, Resident shall give Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Management at Management's office set forth in paragraph 1.1. b., or at such an address which Management shall hereafter furnish in writing to the Resident.
12. **CONDITION OF UNIT AND REPAIR BY RESIDENT:**
 - a. **INSPECTION:** Management will provide Resident with an unit inventory checklist and the results of an inspection completed by Management just prior to move-in by Resident. When or as soon as possible after Resident vacates the Unit, Management will complete another inspection and provide Resident with a copy of the report to Resident's last known address. Resident may participate in both inspections unless ejected from the Complex due to Infractions or evicted from the Unit by legal process. Periodic or occasional Unit inspections related to health, safety, sanitation, or related problems may be established by Management.
 - b. **MAINTENANCE OF UNIT:** Resident shall not cause, allow or permit any waste, misuse or neglect of the Unit or Complex and shall pay for any damages to the same caused by Resident or anyone coming onto the Complex with Resident's express or implied consent, including those associated with excessive and unusual or irreparable soiling or staining of floors, walls, appliances. Damage caused

by Resident's animals or Resident's guests, whether inside the Unit or on the Complex grounds, shall be the responsibility of the Resident. During the term of this Lease, the Resident shall keep the Unit in good repair to the full extent prescribed by law and at the expiration of the Lease, the Resident shall return the Unit to Management in as good of condition as when taken, except for reasonable use and wear. In the event repairs to the Unit are necessary during the term of the Lease, Resident will promptly notify Management, and Management will undertake the repairs at no cost to Resident, unless such repair(s) was/were necessitated by the acts or omissions of Resident or Resident's household or guests. The Resident will not hinder or impede by action or omission, the timely inspection, repair, or maintenance of the Unit.

- c. **RESPONSIBILITY FOR DAMAGE CAUSED BY RESIDENT:** If the Resident should fail to make required repairs and replacements or fail to notify Management of the need for the same, the Management or its agents shall have the right to enter the Unit, without causing or constituting a termination of this Lease, for the purposes of making the repairs and replacements. The Resident shall pay the reasonable expenses so incurred by Management in so doing, along with the next monthly tenant contribution, or if the Lease has expired or been otherwise terminated, immediately upon notice or as a deduction from the Security Deposit. Resident's failure or refusal to timely pay such reasonable expense so incurred by Management in so doing, shall enable Management to deduct the same from the Security Deposit.

13. **ACCESS TO UNIT:** Management may enter the Unit during Resident's possession thereof, in any manner prescribed by law, including a periodic inspection of the Unit as a part of preventative maintenance programs relating to the operation of equipment, appliances, etc., and the continuing maintenance of the Complex in a decent, safe and sanitary manner, including for purposes of insect and rodent inspection and/or extermination. Management shall have the right to enter the Unit without causing or constituting a termination of this Lease in order to install a separate meter to measure the consumption of heating fuel or other utilities at the Unit. Management's entries into the Unit shall be at reasonable times, with reasonable advanced verbal or written notice (except in the case of an emergency situation), and in the manner prescribed by law.
14. **ALTERATIONS:** Resident shall make no alterations, decorations, additions, modifications, or improvements in or to the Unit or to Management's equipment or fixtures in the Unit or the Complex including but not limited to the Complex common areas and any outside area of the Complex. Resident shall not install any fixture or equipment without Management's prior written consent. Any such installation by Resident without Management's prior written consent may be removed by Management, and Resident shall pay Management's cost thereof on the next monthly tenant contribution due date. In the event that Management's written consent is received, Resident shall cause such work to be done at such times and in such manner as Management shall designate in writing, and Resident shall pay for same in a prompt manner. Any liens filed against the Unit or Complex for work claimed to have been done or for materials claimed to have been furnished to Resident must be discharged by the Resident within ten (10) days after the same is filed. Thereafter, Management shall have the right, but not the obligation, to pay or discharge any such lien without the duty to inquire with Resident as to the validity of the same. If Management should elect to exercise this right, Resident shall immediately upon written notice of the same, pay Management the amount so expended by Management. Any alterations, additions, modifications, or improvements made, including all paneling, decorations, partitions, shelves, affixed carpeting and plantings shall, if Management so elects, become property of Management and remain part of the Unit without payment to Resident therefore, when Resident vacates the Unit.
15. **DAMAGE BY FIRE OR OTHER CASUALTY:** If the Unit is partially damaged by fire or other casualty but can be restored to livable condition, Management shall repair the Unit with reasonable speed. The Resident's obligation to pay tenant contribution to rent shall be suspended during the time that the Unit remains unlivable. If the Unit is destroyed by fire or other casualty or if the Unit cannot be restored to livable condition within a reasonable time, either party shall have the right to terminate this Lease by written

notice to the other party.

16. **INSURANCE:** Management agrees, at its sole expense, to obtain fire and extended coverage insurance covering the buildings in the Complex. This fire and extended coverage insurance will not cover Resident's personal property in the Unit or on the grounds of the Complex. It is strongly encouraged and recommended by Management that Resident AT RESIDENT'S SOLE EXPENSE, OBTAIN FIRE AND EXTENDED COVERAGE INSURANCE COVERING RESIDENT'S PERSONAL PROPERTY IN THE UNIT AND ON THE COMPLEX GROUNDS.
17. **MANAGEMENT AND OWNER LIABILITY:** Neither Management nor Owner shall be responsible for damage to property of Resident entrusted to employees of Management or Owner, nor for the loss of property by fire, theft or otherwise, unless caused by the intentional or negligent acts or omissions of Management or Owner. Neither Management nor Owner shall be liable for any loss, injury, or damage to persons or property resulting from steam, gas, or electricity malfunctions, or caused by water, rain or snow, unless such damage is the result of negligent or intentional acts or omissions on the part of Management or Owner. Management and Owner shall not be liable for damage to persons or property caused by other residents or persons, or arising from any latent defect in the Unit, the building in which it is located, or from the presence of bugs, vermin, or insects. The use of the parking space(s) (if any), common areas, and other facilities or areas of the Complex shall be at Residents' own risk and, except to the extent of liability arising under law, neither Management nor Owner shall be liable for any loss or injury or damage to persons or property arising out of their use, unless caused by negligent or intentional acts or omissions of Management or Owner.

I. MISCELLANEOUS PROVISIONS:

1. **NOTICE:** Unless otherwise expressly set forth in this Lease or by law, when called for in this Lease, all notices shall be given in writing by sending them via first-class mail, or delivering them in person, to the following addresses:

a. NOTICE TO RESIDENT:

b. NOTICE TO MANAGEMENT:

Unless otherwise expressly set forth in this Lease or by law, all notice(s) given pursuant to this Lease shall be deemed to be received by the Resident or by Management (as the case may be) on the date on which first-class mail is mailed or on the date on which a copy of the notice is personally delivered to Resident or Management at the above addresses.

2. **GRIEVANCE AND APPEAL:** Resident grievances or appeals from Management's decisions shall be resolved in accordance with procedures consistent with the USDA, RD regulations covering such procedures. These procedures are available from Management and posted in the rental office.
3. **MODIFICATION AND ADJUSTMENTS TO LEASE AND TO PROJECT RULES AND REGULATIONS:** Management shall have the right to modify the terms and conditions of this Lease effective at the end of the initial term or subsequent lease term, by serving an appropriate written notice on the Resident, together with a revised lease or addendum revising the existing Lease. Notice shall be delivered to Resident either by first class mail, properly stamped and addressed, or hand-delivered to the Unit to an adult member of

the household. The date on which the notice shall be deemed to be received by the Resident shall be the date on which the first class letter is mailed or the date on which the copy of the notice is hand-delivered at the Unit. Such notice must be received at least 30 days prior to the last date on which Resident has the right to terminate the occupancy of the Unit without executing a revised lease. The notice must advise Resident of his or her right to appeal modifications to the Lease in accordance with USDA, RD grievance and appeals procedure if the modification will result in a denial, substantial reduction, or termination of benefits being received. Modifications to rules and regulations must be noticed to Residents in the same manner as set forth above.

4. **SEVERABILITY:** If any provision of this Lease is or should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.
5. **WAIVER:** If Management should waive any provisions or requirements of the Lease in any particular instance, such waiver shall not be construed as a future waiver of any future violation of such provision or requirement.
6. **RIGHT TO MORTGAGE:** Management shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the Unit or the Complex grounds, and Resident hereby agrees that this Lease is subject and subordinate to the same. Resident and Management agree that should the Complex be sold to a buyer approved by USDA, RD, the Lease and the balance of the Security Deposit will be transferred to such new owner and written notice of such transfer shall be given to the Resident pursuant to state law. At Management's request, Resident shall execute and deliver such documents as may be required in order to accomplish the purposes of this paragraph.
7. **PREPAYMENT:** No tenant contribution to rent may be increased by reason of Owner's prepayment of the mortgage owing to the USDA, RD during the term of this Lease. Management may continue to increase basic and monthly tenant contribution to rents with the prior approval of the USDA, RD.
8. **LIABILITY:** In the event that this Lease is signed by Resident (and that term "Resident" represents more than one person), then liability of all persons so signing shall be joint and several. In other words, all persons signing shall each be responsible for the whole amount of tenant contribution to rent and other charges due and owing Management by reason of the provisions of this Lease.
9. **PROVISIONS OF STATE LAW:** Management and Resident specifically agree that this Lease shall not and is not intended to violate or waive any of the provisions of state law relating to fitness and habitability, security deposits, civil rights, and consumer protection. If, however, any provision of this Lease does, in fact, violate or waive any present or future state law, then such Lease provision shall be null and void. The other provisions of this Lease shall continue to remain in full force and effect.
10. **REMEDIES NOT EXCLUSIVE:** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.
11. **CAPTIONS AND HEADINGS:** The captions and headings in this Lease are for reference purposes only and should not affect, limit, diminish or amplify, in any way the meaning or interpretation of the particular paragraph.
12. **LEASE BINDING:** The provisions of this Lease shall be binding upon and shall be for the benefit of Management and Resident and their respective successors in interest.
13. **ADDENDA AND ATTACHMENTS TO LEASE:** All addenda and attachments to this Lease are considered to be a part of the Lease and are incorporated into this Lease by this reference.

14. **SPRINKLERS:** There ___ IS ___ IS NOT a maintained and operative sprinkler system in this Complex. This sprinkler system is operative in the ___ common areas; ___ dwelling units. The last date of maintenance and inspection was _____.

15. **LANDLORD IDENTITY:** The Owner of record of the Complex is:

The person or entity who is authorized to accept service of process in a court action, and who serves as the managing agent and contact person for maintenance, complaints, or emergencies, for the Owner, is:

DO NOT COPY

I ACKNOWLEDGE receipt of and, where applicable, execution of the following Lease attachments:

- a. Occupancy Rules of the apartment complex
- b. Resident's Statement on Eligibility
- c. Resident Grievance Procedure (3560.160)
- d. Form 3560.8, "Resident Certification"
- e. Violence Against Women and Justice Dept. Reauthorization Act of 2005
- f. Designated Handicapped Accessible Units
- g. Fair Housing and Non-Discrimination Policy
- h. Reasonable Accommodations

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

Management (Lessor) By:

Witness Date

By: _____
Its authorized agent Date

Witness Date

Resident Date

Witness Date

Resident Date

ATTACHMENT A OCCUPANCY RULES

1. The Resident shall not make, nor permit Resident's household members, or guests to make any disturbing noises in the building in which the Unit is located that will interfere with the rights, comfort, safety, wellbeing or conveniences of other residents. No resident shall play or operate, or allow to be played or operated, a musical instrument, radio, television, or stereo on the Premises between the hours of 9:00 p.m. and the following 8:00 a.m. in such a manner as will disturb or annoy the occupants of any building or the surrounding area. No more than a single instrument per unit may be played at one time in the Unit between the hours of 8:00 a.m. to 9:00 p.m. The consumption of alcoholic beverages is not permitted in any interior or exterior common area of the Complex.
2. Neither Resident nor Resident's household members, friends or visitors shall sweep or throw any dirt or other substance into corridors, halls, stairways, entrance steps or walks. It is expressly forbidden to throw, drop or permit anything to fall out of any window or from any balcony. Nothing shall be hung on or shaken from the windows or balconies or placed on the windowsills outside the windows.
3. Resident shall hang pictures, mirrors, or other items that require piercing of the wall only with regular small picture hooks. Resident shall not hang heavy objects (ex: chandeliers, bookcases, china cabinets) unless Resident has obtained prior written permission from the Landlord. Written permission does not constitute or imply an exemption for any damages to the property or assumption of any liability for damages of the personal property or persons as a result of improper installation.
4. Lock-outs are subject to charges in amounts equal to the actual costs incurred by the Landlord.
5. Interior cleaning of Unit windows is the responsibility of the Resident.
6. No sign, advertisement, aerial antenna, or other projection shall be erected, hung from, or placed upon the exterior portions of any windows, balcony, roof, hallway, or public area of any Complex building without prior written consent of the Landlord.
7. At no time shall Resident, or Resident's household members, friends, or visitors enter upon or attempt to enter upon the roof of any Complex the building.
8. Neither the toilet nor any other water apparatus shall be used by the Resident for any purpose other than that for which it was designed, nor shall any sweepings, rubbish, rags, or other improper articles be thrown into same. Other than toilet paper, products marketed as "flushable" may not be disposed of via the toilet. Any obstruction found to be as a result of improper use shall result in charges being imposed upon Resident by Landlord.
9. Neither the Resident, nor Resident's household members, friends, or guests shall use the common hallways or stairways of the Complex for anything other than access to and egress from the Unit.
10. Resident shall reimburse or compensate the Landlord for any damage or injury to the Complex grounds, trees, shrubs or plants caused by Resident or Resident's household members, friends, or guests.
11. All garbage shall be contained in tightly sealed plastic bags and disposed of by placing same in a designated garbage container in the designated garbage area. Violation of this rule is hereby deemed a threat to the health of all the occupants of Complex and shall subject the offender to a sanitation charge. The Resident shall comply with all recycling rules and regulations as imposed by any waste hauler and/or governmental agency. Electrical equipment such as televisions, computers, etc. are not refuse, and are required to be disposed of at municipally approved recycling center by Resident.

12. No objects, including without limitation draperies and furniture, shall be placed in such a manner as to obstruct any Unit heating outlets or hinder egress from a window in an emergency situation. Objects within the Unit shall be placed so as not to impede navigability within nor pose a fire hazard.

13. The common halls, stairways, sidewalks, grass and parking areas of the Complex shall not be obstructed or used for any purpose other than for ingress and egress to the building and Unit. No baby carriages, tricycles, or bicycles shall be allowed to stand in the halls, lobbies, passageways, landscaped areas, courts, or entrance steps to any building. Any items left in violation of this regulation may be seized by the Landlord, stored by Landlord at Resident's expense, and may be disposed of by Landlord without Resident recourse if not claimed by within ten (10) days.

14. Subject to approval of the Landlord, luggage and other large items of Resident's property shall only be stored in the locked storage area, if any. Storage shall be at the Resident's own risk. The Resident shall not use the storeroom for the storage of items prohibited by the local fire department (e.g. furniture, mattresses, propane or other flammable materials), by other government agencies or by the Landlord's insurance carriers. The Landlord may remove and dispose of items in violation of this regulation by sending written notice of such intention to the Resident, said notice to allow five (5) days in which to remove the stored articles. The Landlord may require a "Storage Agreement" with the Resident.

15. Smoking is prohibited in all interior common areas of the Complex.

16. The Resident shall keep all areas of the Unit clean and free of food, dirt, grease, and other materials that may (a) cause unsanitary conditions, (b) lead to the propagation of insects and/or rodents, or (c) create hazardous or flammable conditions.

17. Waterbeds are prohibited in the Unit.

18. Go-carts and mini bikes may not be operated anywhere in the Complex except on public thoroughfares, and only if and where authorized by and in compliance with, laws.

All mopeds and motorcycles must be:

- a. Operated by licensed persons only.
- b. Operated only on areas where autos are allowed by law.
- c. Operated in compliance with all applicable laws (i.e. helmets, eye protection).

No unregistered vehicles such as but not limited to automobiles, mopeds, trailers, motorhomes and motorcycles may be parked, stored or operated in the Complex.

19. All automobiles parked on the Complex grounds, must display a proper parking sticker provided by the Landlord. Only personal autos are allowed to use the parking area(s). All automobiles must be operable and properly registered to a household member on the Lease. Automobiles may not leak oils, grease, etc. Resident shall be financially responsible for damage to the parking lot caused by his/her vehicle. Repairs or maintenance of any motor vehicle may not be undertaken on Complex grounds.

20. In order to maintain the security of the building in which the Unit is located and the personal safety of all persons, no Resident, household member, friend or visitor may:

- a. Prop open or otherwise leave unlocked any door to any Complex building, or compromise the functionality of a fire door.
- b. Alter, augment, change or remove any lock or door in any Complex building or the Unit.
- c. Let any unauthorized person into any Complex building.
- d. Give out keys to any Complex building, the Unit, or Complex storage area to non-residents.

e. Disable or tamper with any life safety device.

21. The Unit will be inspected by the Landlord at least once every six (6) months. Residents will be notified in writing in advance of all such inspections.

22. A "Community Center", if any, may be made available for Complex residents' use through the Resident/Site Manager. The Site Manager maintains the calendar for signing out the Community Center or any room(s) therein. Usage is on a first come first serve basis.

23. Resident's guests must be supervised at all times.

24. Resident understands and agrees that for the term of Resident's Lease, the assigned Unit will be Resident's permanent residence and Resident must physically occupy the Unit. Non-occupancy for a period exceeding sixty (60) days shall be cause for Lease termination by Landlord.

25. All charges must be paid within 30 days of written notification to the Resident. Failure to so pay said charges may be cause for termination of this Lease by the Landlord.

26. Where Resident is responsible for paying his/her own utilities, and a utility allowance is used to compute his portion of the rent in accordance with government regulations, if any such utility service shall be discontinued to the Unit due to the Resident's fault then, upon written notice from the Landlord, Resident shall immediately take any and all steps due necessary to insure that said utilities are immediately reconnected and failure by the Resident to correct said shut off immediately will result in termination of the Resident's utility allowance and termination of this Lease.

27. Resident acknowledges that neither the Management nor the Owner is responsible for loss of perishable goods in the event of a power failure not due to Landlord/management negligence.

28. Credit Reports - Resident expressly authorizes Landlord or Landlord's agent (including a collections agent) to obtain Resident's consumer credit report, which Landlord or Landlord's agent may use if attempting to collect past due rent payments, late fees, or other unpaid charges from Resident, both during the term of Lease and thereafter. If Landlord takes adverse action against Resident based on information contained in Resident's consumer credit report, Landlord will notify Resident of the reason and identify the company that provided the report in accordance with the Fair Credit Reporting Act.

29. Resident has the specific rights and obligations detailed in a separate attachment to this Lease. (See Attachment B)

30. If there is an emergency requiring medical personnel or law enforcement, contact 911 immediately.

31. Residents will have access to any housing services and facilities that are available at Complex including laundry facilities, community rooms, playgrounds, etc. subject to the hours and restrictions detailed in Complex documentation.

32. The office hours for the Complex are clearly posted at the site office. Should these hours change, all residents will receive a written notice of the new hours and the date they become effective.

33. A person who is not a member of Resident's household as listed on the Lease may be added to the Lease at the request of the head of the Resident's Household. The person to be added to the Lease will be considered under the same qualifying procedures and standards of any other applicant to the Complex. Landlord reserves the right to deny the applicant's addition to the Lease if the applicant fails to meet any qualifying criteria. Seeking to be added to the Lease does not grant residency during the application/review process.

Resident may be permitted to have guests visit his or her household. However, Management reserves the right under Section H, Item #4 of this Lease to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. If a guest (i.e. someone not listed on the Lease) is believed by Landlord or Landlord's agent to be residing with Resident in violation of the Lease the guest may be required to provide proof of a separate residence. Should the resident 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 management may consider such person a member of Resident's household and may enforce any Lease covenants shown to be broken and/or require certification.

34. Reasonable Accommodations/modifications will be made for applicants and residents with disabilities who have a verifiable or obvious need for the reasonable accommodation/modification. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice or service that would afford a disabled applicant/resident an equal opportunity to use and enjoyment of the apartment community. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person an equal opportunity to use and enjoy the Unit and/or Complex grounds. Requests for reasonable accommodations/modifications should be submitted to the site manager. The site manager will then contact his or her supervisor who will determine what, if any, additional information is needed from the applicant or resident. All requests for reasonable accommodations/modifications shall be addressed in a timely fashion and decided on a case-by-case basis. (See Attachment F).

35. Rent during the term of the Lease shall be payable in advance of the first of each month beginning with the commencement of the Lease. Payments received after the tenth of each month will result in a late fee of \$10.00 or 5% of the residents gross contribution whichever is higher. Repeated late rental payments are a Lease violation and may subject the Resident to lease termination proceedings. Return check fees are \$35.00. Rental payments may be made at the site office located at _____ or mailed to _____.

36. Transportation may be provided for the Resident by contacting the office of the aging, Town or Village Clerk for information and hours regarding van service.

37. Pet Policy: The attached pet policy [if applicable] explains the rules for any allowable pets at the Complex. Residents should contact the main office with questions. No temporary housing of pets (pet sitting) will be allowed.

38. All maintenance requests should be in the form of a work order request available at the site office, or should be directed to the Site Manager. For after hour maintenance emergencies call _____. Maintenance request will be responded to during normal business hours based on prioritization and nature of the request. Maintenance requests of an emergency situation will be responded to during business and non-business hours.

39. Occupancy limits are in accordance with occupancy standards based upon local codes and ordinances and USDA RD regulations and may change from time to time. Owner/Management may change the occupancy limit during the Lease term if changes in laws, ordinances or regulations make such change necessary. The minimum occupancy limit will correspond to the number of bedrooms. The maximum occupancy limit will depend on local ordinances and regulations. The maximum occupancy for each of the below designated unit sizes is:

1 bedroom -2 people, 2 bedroom - 4 people, 3 bedroom - 6 people.

Office location:

Site Name
Address
Address
Telephone

Emergency Contact:

Owner/ Management

Address
Address
Telephone
TDD#

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ATTACHMENT C
§3560.160 RESIDENT GRIEVANCES

(a) General.

- (1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing resident or prospective resident concerns and to ensure fair treatment of residents in the event that an action or inaction by a borrower, including anyone designated to act for a borrower, adversely affects the residents of a housing project.
- (2) Any resident/member or prospective resident/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by Agency employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager/Coordinator.

(b) Applicability.

- (1) The requirements of this section apply to a borrower action regarding housing project operations, or the failure to act, that adversely affects residents or prospective residents.
- (2) This section does not apply to the following situations:
 - (i) Rent changes authorized by the Agency in accordance with the requirements of §3560.203(a);
 - (ii) Complaints involving discrimination which must be handled in accordance with §3560.2(b) and paragraph (a)(2) of this section;
 - (iii) Housing projects where an association of all residents has been duly formed and the association and the borrower have agreed to an alternative method of settling grievances;
 - (iv) Changes required by the Agency in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
 - (v) Lease violations by the resident that would result in the termination of tenancy and eviction;
 - (vi) Disputes between residents not involving the borrower; and
 - (vii) Displacement or other adverse actions against resident as a result of loan prepayment handled according to subpart N of this part.

- (c) Borrower responsibilities. Borrowers must permanently post resident grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Borrowers also must maintain copies of the resident grievance procedure at the housing project's management office for inspection by the residents and the Agency upon request. Each resident must receive an Agency summary of resident's rights when a lease agreement is signed. If a housing project is located in an area with a concentration of non-English speaking individuals, the borrower must provide grievance procedures in both English and the non-English language. The notice must include the telephone number and address of USDA's Office of Civil Rights and the appropriate Regional Fair Housing and Enforcement Agency.

(d) Reasons for grievance. Residents or prospective residents may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results

in a denial, significant reduction, or termination of benefits or when a resident or prospective resident contests a borrower's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance may include:

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with §3560.103 and applicable state and local laws;
- (2) Borrower violation of lease provisions or occupancy rules;
- (3) Modification of the lease;
- (4) Occupancy rule changes;
- (5) Rent changes not authorized by the Agency according to §3560.205; or
- (6) Denial of approval for occupancy.

(e) Notice of adverse action. In the case of a proposed action that may have adverse consequences for residents or prospective residents such as denial of admission to occupancy and changes in the occupancy rules or lease, the borrower must notify the resident or prospective resident in writing. In the case of a Borrower's proposed adverse action including denial of admission to occupancy, the Borrower shall notify the applicant/resident in writing. The notice must be delivered by certified mail return receipt requested or a hand-delivered letter with a signed and dated acknowledgement of receipt from the applicant/resident. The notice must give specific reasons for the proposed action. The notice must also advise the resident or prospective resident of "the right to respond to the notice within ten calendar days after date of the notice" and of "the right to a hearing in accordance with §3560.160 (f), which is available upon request." The notice must contain the information specified in paragraph (a)(2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

(f) Grievances and responses to notice of adverse action. The following procedures must be followed by residents, prospective residents, or borrowers involved in a grievance or a response to an adverse action.

- (1) The resident or prospective resident must communicate to the borrower in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Borrowers must offer to meet with residents to discuss the grievance within 10 calendar days of receiving the grievance. The Agency encourages borrowers and residents or prospective residents to make an effort to reach a mutually satisfactory resolution to the grievance at the meeting.
- (3) If the grievance is not resolved during an informal meeting to the resident or prospective resident's satisfaction, the borrower must prepare a summary of the problem and submit the summary to the resident or prospective resident and the Agency within 10 calendar days. The summary should include: The borrower's position; the applicant/resident's position; and the result of the meeting. The resident also may submit a summary of the problem to the Agency.

(g) Hearing process. The following procedures apply to a hearing process.

- (1) Request for hearing. If the resident or prospective resident desires a hearing, a written request for a hearing must be submitted to the borrower within 10 calendar days after the receipt of the summary of any informal meeting.
- (2) Selection of hearing officer or hearing panel. In order to properly evaluate grievances and appeals, the borrower and resident must select a hearing officer or hearing panel. If the borrower and the resident cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the resident and borrower have not agreed upon the selection of a hearing officer or hearing panel, the borrower must notify the Agency by mail of the situation. The Agency will appoint a person to serve as the sole hearing officer. The Agency may not appoint a hearing officer who was earlier considered by either the borrower or the resident, in the interest of ensuring the integrity of the process.
- (3) Standing hearing panel. In lieu of the procedure contained in paragraph (g)(2) of this section for each grievance or appeal presented, a borrower may ask the Agency to approve a standing hearing panel for the housing project.
- (4) Examination of records. The borrower must allow the resident the opportunity, at a reasonable time before a hearing and at the expense of the resident, to examine or copy all documents, records, and policies of the borrower that the borrower intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.
- (5) Scheduling of hearing. If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the resident's or prospective resident's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.
- (6) Escrow deposits. If a grievance involves a rent increase not authorized by the Agency, or a situation where a borrower fails to maintain the property in a decent, safe, and sanitary manner, rental payments may be deposited by the resident into an escrow account, provided the resident's rental payments are otherwise current.
 - (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
 - (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
 - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the resident grievance and appeals procedure and all sums will immediately become due and payable under the lease.
 - (iv) Receipts of escrow account deposits must be available for examination by the borrower.
- (7) Failure to request a hearing. If the resident or prospective resident does not request a hearing within the time provided by paragraph (f)(1) of this section, the borrower's disposition of the grievance or appeal will become final.
- (h) Requirements governing the hearing. The following requirements will govern the hearing process.

- (1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.
 - (2) The hearing must be structured so as to provide basic due process safeguards for both the borrower and the residents or prospective residents, which must protect:
 - (i) The right of both parties to be represented by counsel or other person chosen as their representative;
 - (ii) The right of the resident or prospective resident to a private hearing unless a public hearing is requested;
 - (iii) The right of the resident or prospective resident to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information the borrower relies; and
 - (iv) The right of the borrower to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the resident or prospective resident, and to confront and cross-examine all witnesses in whose testimony or information the resident or prospective resident relies.
 - (3) At the hearing, the resident or prospective resident must present evidence that they are entitled to the relief sought, and the borrower must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.
 - (4) The hearing officer or hearing panel must require that the borrower, the resident or prospective resident, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 - (5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for no more than five days or may make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the resident or prospective resident and the borrower must be notified in writing of the determination of the hearing officer or hearing panel.
- (i) Decision. Hearing decisions must be issued in accordance with the following requirements.
- (1) The hearing officer or hearing panel has the authority to affirm or reverse a borrower's decision.
 - (2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an Agency review as specified in paragraphs (i)(3) and (i)(4) of this section.
 - (3) The hearing officer or hearing panel must send a copy of the decision to the resident, or prospective resident, borrower, and the Agency.
 - (4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by the Agency that the decision is not in compliance with Agency regulations.

(5) Upon receipt of written notification from the hearing officer or hearing panel, the borrower and resident must take the necessary action, or refrain from any actions, specified in the decision.

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ATTACHMENT E
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy. or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

ATTACHMENT F

DESIGNATED HANDICAPPED ACCESSIBLE UNITS

The following addendum to the Lease will be executed and attached to the Lease where an able-bodied Resident who does not qualify for a handicapped unit is placed in a currently unused handicapped unit:

I acknowledge that I am occupying a designated handicap accessible unit. I acknowledge that priority for such units is given to those needing special physical design features. I acknowledge that I am permitted to occupy the unit until Management issues a notice that a priority applicant is on the waiting list and that I must move to another suitably sized vacant unit in the project. Upon receiving this notice, I agree to move at my own expense within 30 calendar days to the suitably sized vacant unit within the project, if one is available. I further understand that my rental rate will change, when appropriate, to the rental rate for the unit I move to and this lease will be modified accordingly.

Additionally, the following addendum to the Lease will be executed and attached to the Lease in the case where the member(s) of the Resident's household who requires the special features of the accessible unit no longer resides in the Unit.

I acknowledge that I am occupying a designated handicap accessible unit. I acknowledge that priority for such units is given to those needing special physical design features. I acknowledge that I (we) am (are) permitted to occupy this unit as long as either I (we) or a member of my (our) household requires the design features of such a unit. I (we) understand that if during the term of this Lease the household member(s) requiring the special design features no longer occupies this unit, the remaining household member(s) is (are) required to transfer to a unit without accessibility features when one becomes available.

Resident Date

Resident Date

Management Date

ATTACHMENT G
Fair Housing and Non-Discrimination Policy

_____ operational and field personal shall follow all federal, state and local municipal fair housing and nondiscrimination laws, rules and regulations regarding the leasing, showing of apartments, approval for occupants, tenancy and all other customary activities associated with the leasing of apartments. Employees shall at all times strive to treat all applicants, residents, guests, vendors and other site visitors in an equal, non-discriminatory manner and will follow non-discriminatory leasing and occupancy rules received during annual fair housing training. Employees shall at no time provide preference to, deny access to, impede, hinder or otherwise discriminate against any individuals encountered incident to their employment with _____.

_____ is a fair housing provider and will not in any manner or action discriminate against any federal or state protected class of individuals or any other individuals in the course and delivery of all property management services.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider employer and lender.

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**ATTACHMENT H
REASONABLE ACCOMMODATIONS**

Resident Name: (first) _____ (last) _____

The person(s) who has a disability requiring an accommodation is:

Me A person(s) associated or living with me.

Name(s) of Person(s) with disability: _____

Telephone Number: _____

Property Name: _____ **Apt. #** _____

Under section 504 of the Rehabilitation Act, a resident with a disability may request reasonable accommodations to their Unit. A reasonable accommodation is a change to a dwelling or a procedure that will allow a person with a qualified disability to have equal access and opportunity. A "Reasonable Accommodation Request" cannot result in or create a fundamental change or of a program or the intended use of a structure. This form will serve as that request. You may be required to provide confirmation from a medical professional or qualified professional that the request is related to your disability.

Your request will be reviewed and you will be notified to the action to be taken.

I/We would like to request the following accommodation to my/our Unit # _____ located at
(Address) _____ (city) _____

Signature: _____ **Date:** _____

Date Received in Office: _____

Management Staff Receiving Request: _____

Your request has been **APPROVED**. The work will be done on _____

Your request has been **DENIED**, due to the following reason _____



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



If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov."