NCHFA/HOME 10/2014

 **LEASE AGREEMENT**

 THIS LEASE AGREEMENT, made and entered into this       day of      , 20      ,

 by and between       (hereinafter call "Landlord"), and

and **.**

(hereinafter called Tenant, "whether one or more); WITNESSETH: That for and in consideration of the representations made in the application submitted by the Tenant to the Landlord, and the rent herein reserved, and of the covenants herein contained and to be performed by the said Tenant, the Landlord hereby leases to the Tenant, and the Tenant hereby leases

from the Landlord, Apartment No. & Address **(**hereinafter called "leased premises"), to be occupied by Tenant and those occupants as listed on Attachment II, if applicable, and used as a

private dwelling and for no other purpose for a term of days, and  months,

commencing on the       day of      **,** 20     **,** and ending on the  day of ,

20 Rent shall be payable in monthly installments of  Dollars

($), each in advance by check or money order, without deduction or demand, on the first day of each month during said term,

and to be mailed or delivered to the following address**:** .

First Month’s Prorata Rent shall be: $ for  days.

IT IS FURTHER UNDERSTOOD AND AGREED THAT Tenant has paid to the Landlord a

security deposit in the amount of Dollars ($)

to be held by

 (Name and location (Town) of Bank)

for the full faith and performance of each and every term, provision, covenant and condition of this lease agreement. Tenant agrees that such security deposit will be deposited in an interest-bearing trust account, the interest accruing thereon will be retained by the Landlord, and Tenant shall have no claims to such interest. In the event Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease agreement, Landlord will refund said security deposit or the balance remaining, if any, to Tenant no later than thirty (30) days after termination of tenancy and delivery of possession of the premises by management's receipt of the unit's keys after first deducting the following in accordance with the separately executed Security Deposit Agreement:

 (a) Any rent owed by Tenant. If the apartment is vacated prior to the expiration date of the lease, the Tenant is responsible for rent due until the apartment is re-rented or the lease expires, whichever occurs first.

 (b) Any funds expended by Landlord during the period of occupancy by Tenant or after the termination of Tenant's occupancy hereunder to place or maintain the leased premises in the same condition they were in at the initial date of occupancy by Tenant, reasonable wear and tear expected.

 (c) Any funds expended by Landlord as the result of Tenant's failure to comply with any of the terms, provisions, covenants, or conditions of this lease, including any funds expended to relet the leased premises, or court costs to execute termination and regain possession.

 (d.) Possible Liens, Unpaid bills which become a lien against the demised property due to Tenant’s occupancy.

 (e). Removal and storage costs of Tenant's personal property remaining in the unit or designated storage area once the Landlord regains possession.

 IT IS FURTHER COVENANTED AND AGREED BETWEEN THE LANDLORD AND TENANT AS FOLLOWS:

 1. The Tenant hereby acknowledges the good, safe, clean condition of the herein leased premises except as noted on the separately executed Move-In Inspection.

 2. The Landlord shall not be liable for failure to deliver possession of the leased premises at the time stipulated herein.

 3. The Tenant shall personally use and occupy the leased premises solely as private dwelling for himself and his immediate family and shall not sublet or assign the leased premises or any part thereof.

 Initials: \_\_\_\_\_\_\_\_\_\_\_\_

 4. Tenant shall keep the leased premises, including any appliances, carpeting and fixtures belonging thereto, clean and in a good condition of repair, and at the expiration or earlier termination of this lease, Tenant shall deliver the leased premises to Landlord in the same condition they are now in or shall be in at the commencement of the term hereof, ordinary wear and tear and damage by fire or other casualty not due to the negligence, neglect, fault or accident of Tenant, his family, employees, guests or invitees excepted. Landlord, upon receipt of written notice from Tenant of the necessity for such repairs shall, at its own cost and expense, make such repairs and alterations to the plumbing, electric wiring, heating apparatus, roof and exterior of the leased premises (or of the building of which leased premises constitutes a part) as shall be reasonable necessary for Tenants occupancy thereof, unless the need for such repairs is occasioned by the negligence, neglect, fault or accident of Tenant, his family, employees, guests, or invitees, in which event such repairs shall likewise be made by Landlord, but at the cost and expense of Tenant. Anything in the foregoing to the contrary notwithstanding, Landlord shall have no liability for damage or injury to person or property as the result of its failure to make such repairs unless, within a reasonable time after being notified in writing by Tenant of the need therefor, Landlord shall have failed to make such repair, and such failure shall not have been due to any cause beyond Landlord's control, including without limitation strikes and inability to obtain materials and equipment. Landlord, its agent, employees and contractors, shall have the right, at any time, and from time to time to enter the leased premises for the purpose of inspection or for the purpose of making any of the aforesaid repairs.

 5. All injury to the leased premises or apartment project by moving the property of the Tenant into, in or out of the apartment building, and all breakage or other injury done by the Tenant or his agents, employees, guests or invitees as well as any damage caused by the overflow or escape of water, gas, steam, electricity, or other substance due to the negligence, neglect, fault or accident of the Tenant or the Tenant's agents, employees, guests, or invitees shall be repaired at the sole expense of the Tenant. The costs shall be determined by statements rendered by the Landlord to the Tenant and the sum so determined shall be payable to the Landlord upon delivery of the statement, and if not paid by the Tenant within (10) days thereafter, the said sum, shall become additional rent for the succeeding month payable with the installment of rent becoming due and collectible as such. This provision shall not be interpreted as limiting any responsibility of Tenant under any other provision of this lease.

 6. In the event the leased premises shall be damaged by fire or other casualty, Landlord, unless it shall otherwise elect, as hereinafter provided, shall repair the same with reasonable dispatch after being notified by Tenant of such damage. If the damage is such that the leased premises are rendered untenantable, but are, nevertheless, repaired by Landlord, the rent shall be equitably abated for the period during which the leased premises shall have been intenantable, provided however, that if such damage is caused by the negligence, neglect, fault, or accident of Tenant. Tenant's employees, guests or invitees, there shall be no abatement unless Landlord elects to terminate this lease as hereinbelow provided. If Landlord, in its uncontrolled discretion, shall decide, within a reasonable time after the occurrence of any fire or other casualty (even though the leased premises many not have been directly affected by such fire or other casualty) to demolish, rebuild or reconstruct the building of which the leased premises constitute a part, and then upon written notice given by Landlord to Tenant, this lease shall terminate on a date to be specified in such notice as if said date had been originally set forth as the expiration date of the term hereof, and the rent shall be adjusted as of the time of the occurrence of such fire or other casualty. Nothing herein shall be interpreted as limiting Tenant's liability for Tenant's negligence.

 7. The Tenant shall not use, or permit to be used by his family, employees, guests or invitees, the leased premises or any common areas for any unlawful purpose, or do or permit any unlawful act in upon the leased premises or any common areas. Tenant, any members of the Tenant household, employees, guests, or invitees shall not engage in criminal activity including drug related criminal activity, on or near the complex premises. This includes the use, attempted use, possession, manufacture, sale or distribution of an illegal controlled substance (as defined by local, state, or federal law). Tenant, any member of the Tenant household, employees, guest, or invitees shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the complex premises, or allow the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household or not. Tenant or members of the household will not engage in any criminal activity, drug related or otherwise, on, near or away from the complex premises. Tenant, any member of the Tenants household, employees, guests, or invitees shall not engage in act of violence or threats of violence, including, but not limited to, the carrying or displaying of any firearms or any other dangerous weapons, or the unlawful discharge of firearms on or near the complex premises. A single violation of the above provision shall be deemed a serious violation and good cause of termination of tenancy. Such violation may be evidenced upon the admission to or conviction of criminal activity. Also, in the case of illegal drug activity, unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence. The Tenant will cooperate with the Landlord and furnish whenever requested criminal record report on the Tenant and any members of the household requested by Landlord.

 8. The Tenant shall not make or permit to be made any disturbing noise or to do or permit any act which will constitute a nuisance or be deemed improper or objectionable conduct nor allow other household member, employees, guests or invitees to cause annoyance or disturbance or unreasonably interfere with the rights, comforts or conveniences of the other tenant or tenants in the apartment project or to the Landlord or Landlord's representatives, agents or employees.

 9. The Tenant agrees to remove from the household for the duration of the lease period any household member deemed a nuisance by the Landlord, and not invite onto the property or allow access to the dwelling unit any former household member, employee, guest, or invitee that the Landlord has barred from the property whether by simple notification to the Tenant, trespass warrant or court order.

10. No additional locks shall be placed upon any doors of the leased premises without first obtaining the prior written consent of the Landlord and providing the Landlord with duplicate keys to said additional locks. Upon the termination of this lease, the Tenant shall surrender to the Landlord all keys to the leased premises.

11. The tenant shall not paint or permit the painting of any portion of the leased premises or wallpaper or permit anyone to wallpaper the leased premises, or erect or cause to be erected any structure in, about or upon the leased premises, or permit or make any structural alterations or changes in and about the leased premises, without the prior written consent of the Landlord.

 Initials: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 12. All improvements made in or upon the leased premises shall be deemed and becomes the property of the Landlord, and shall be surrendered to the Landlord at the expiration of this lease. Provided, however, at the option of the Landlord, all or such portion of the improvements as may be designated by the Landlord shall be removed by the Tenant at his expense and Tenant shall promptly repair any damages caused by such removal, if any.

 13. The water-closets and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed and no sweepings, matches, rags, ashes, grease, garbage or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the Tenant.

 14. The Tenant shall not commit or permit any act or thing that Landlord deems extra hazardous or that will increase the rate of insurance on said leased premises or the apartment project. Further, the Tenant agrees to comply with any and all obligations imposed upon the Tenant by current applicable building, housing, fire, safety and health codes, local ordinances, laws, requirements and regulations governing the premises and appurtenances, and to save the Landlord harmless from all fines, penalties and cost for Tenants violations thereof. The Tenant agrees no furniture, household furnishings, equipment, clothing, other personal property or other barriers shall restrict and/or block exits or passage ways. An unimpeded means of escape is required. For living room and bedroom(s), a minimum of two independent unobstructed exits are required, one of which must be a door and the other, a window. The doors to bedroom(s) and living room must open 90 degrees. **No furniture, household furnishings, equipment, clothing, other personal property or other barriers shall be stored** on stairwells and landings, and a 36-inch clearance is required for hallways.

 15. The Landlord shall retain duplicate keys to all of the leased premises and the Landlord, its agents or employees, shall have access to the leased premises, at all reasonable hours, in order to periodically inspect and assess maintenance, physical conditions, Tenant housekeeping, and lease compliance, or to make necessary repairs. The Landlord shall have the right, during the last thirty days of the term of this lease to show the leased premises to prospective Tenant; and during the last ten days of said term shall have free access to the leased premises in order to make repairs or redecorate the same for the incoming tenant, shall it deem this action necessary.

 16. If the Tenant shall abandon the leased premises, or quit and vacate the leased premises, voluntarily or involuntarily, the same may be let by the Landlord for such rent and upon such terms as the Landlord in his discretion may deem reasonable and advantageous, all without prejudice to any other rights that Landlord might otherwise have against Tenant. Any furniture, household furnishings, equipment, clothing or other personal property remaining in the leased premises, without Tenant notifying the Landlord of his intention to resume occupancy or to remove said personal property shall be stored then disposed of in accordance with state law.

 17. It is mutually understood and agreed that the term of this Lease will automatically be renewed on a month-to-month basis on the same monthly rental and other terms set forth in this Lease unless either (a) Landlord gives Tenant or Tenant gives Landlord notice of termination at least thirty (30) days prior to the last day of the original rental period (or any renewal period) that this Lease will terminate as of the last day of that rental period or (b) at least thirty (30) days prior to the last day of the original rental period (or any renewal period), Landlord gives Tenant notice that any renewal shall be at a stated monthly rental different from the previous monthly rental or upon any different term(s). If Landlord gives Tenant such notice of renewal at a different monthly rental or of any different term(s), the month to month renewal shall be at such new stated monthly rental or upon the different term(s), unless within ten (10) days after Tenant’s receipt of such notice from Landlord, Tenant gives Landlord written notice of his intent to terminate this Lease as of the last day of that rental period, in which event this Lease will terminate on, and Tenant must vacate the Premises on or before, the last day of that rental period.

 18. If the Tenant defaults in the payment of rent for more than ten (10) days after the same shall become due, or

if Tenant violates any of the other terms, provisions, covenants, or conditions contained herein, or should the Tenant violate any of the rules and regulations hereinafter referred to, or hereafter adopted by the Landlord for the apartment project, the Landlord may terminate the lease by giving the Tenant a written notice of any proposed termination of tenancy specifying the grounds for eviction. A thirty (30) days notice will be given in the case of serious or repeated violation (material noncompliance) of the terms and conditions of the lease. In the event of nonpayment of rent, eviction proceedings will be initiated on the 11th day of the month that rent was due, as permitted by North Carolina Landlord Tenant Laws.

 19. If the rent and/or any other charges, payments, expenses or costs herein reserved, included, or agreed to be paid by Tenant is not paid on or before the end of business on the fifth **(5th**) day of the month in which such payment becomes due, Landlord, at its option, may waive Tenant's default and make a service charge for the purpose of defraying the expenses incident to handling delinquent payments. Said service charge shall be **5% of the rent or twenty dollars ($20.00), whichever is less, but no less than $15.00)**. Rent shall not be deemed received unless honored by the institution upon which the check is drawn. Tenant agrees to pay a service charge of **twenty dollars ($20.00)** for any check, which is returned. The Landlord may accept a partial rent or partial housing subsidy payment without waiving the tenant’s breach for which reentry is specified.

 20. In the event Landlord employs an attorney due to Tenant's violation of any term, provision, covenant or condition of this lease, and the matter is settled in favor of the Landlord, Tenant shall be liable for any reasonable attorney's fees so incurred by Landlord. In the event legal action is instituted against Tenant in connection with any breach of the conditions herein set forth on the part of the Tenant, the Tenant covenants and agrees that any court shall have the power in addition to all other relief allowable by law to require the Tenant to pay reasonable attorney's fees incurred by Landlord, and any and all additional costs and expenses that may be incurred by Landlord.

 21. The Landlord tenders this lease to the Tenant and the Tenant accepts the same on the basis of the representations contained in the aforesaid Application submitted to the Landlord by the Tenant and made a part of this Lease, for the purpose of inducing the Landlord to execute the lease agreement with the Tenant. In the event that any of the representations contained in the aforesaid Application shall be found by the Landlord to be misleading, incorrect or untrue, the Landlord shall have the right to forthwith cancel this lease and to repossess the lease premises.

 Initials: \_\_\_\_\_\_\_\_\_\_\_\_

 22. It is understood and agreed that any utility services furnished by the Landlord to Tenant are furnished as a matter of convenience only and interruption, modification or discontinuance in the character of the service furnished shall not be cause for damages, for termination of this lease, or for reduction or rebate in the stipulated rent. The Tenant expressly releases Landlord of any and all liability caused by failure, interruption, stoppage, modification or discontinuance of such utilities. Tenant shall make his own arrangements for utility services not furnished by Landlord and shall pay all installation charges and monthly costs of the same promptly when due. Failure by Tenant to maintain essential utilities (water, sewer, electric, gas) shall be considered a health and safety hazard and grounds for the termination of the lease. For the rent provided herein, the **Landlord** shall furnish the following utilities only if checked:

 ( [ ]  ) Electricity ( [ ]  ) Gas ( [ ]  ) Water/Sewer ( [ ]  ) Garbage

 23. Tenant shall pay all taxes, ad valorem or otherwise imposed on any Tenant's personal property or other items owned by Tenant located upon or within the leased premises. Tenant shall be responsible for insuring his own property if such is desired and in no event shall Landlord be responsible for any damage or loss to Tenant's property.

 24. Tenant shall not install a washer, dryer, dishwasher, air conditioner or other major appliance in or upon the leased premises without first obtaining the written permission of the Landlord. Any apartment that has a hook-up for a washer and/or dryer is hereby granted permission to install the same.

 25. MILITARY PERSONNEL ONLY: This lease may be terminated by Tenant if Tenant is a member of the United States Armed Forces who (a) is required to move pursuant to permanent change of station orders to depart fifty (50) miles or more from the location of the dwelling unit, or (b) is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces. Tenant must provide Landlord with a written notice of termination to be effective on a date stated in the notice that is a least thirty (30) days after the Landlord’s receipt of the notice. The notice to the Landlord must be accompanied by either a copy of the official military orders or a written verification signed by the Tenant’s commanding officer. Tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination.

 26. In the event the leased premises, or any part thereof, are taken by condemnation by any governmental agency or authority, this lease shall be terminated at the option of the Landlord; and the Tenant hereby specifically waives any right to any portion of the award received as damages for the taking of the property.

 27. Where the context requires, words in the singular shall be substituted for the plural and vice versa.

 28. No waiver of any branch of the covenants, provisions or conditions contained in this lease shall be construed as a waiver of the covenant itself or any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted this lease shall continue in full force and effect as if no breach has occurred.

 29. This lease and all covenants, terms, and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, executors, administrators, and to the extent herein permitted, on the assigns of the Tenant.

 30. If any term, covenant, condition, provision, or any portion of a provision of this lease or the application thereof to any person or circumstance shall at any time or to any extent, be invalid, or unenforceable, or be found to be in violation of law, the remainder of this lease, or enforceable portion of any provision, or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, provision and portion of provision of this lease shall be valid and be endorsed to the fullest extent permitted by law.

 31. This lease is subject to all present or future mortgages or deed of trust or security agreements affecting the demised premises, and the Tenant hereby appoints the Landlord as Attorney-In-Fact to execute and deliver any and all necessary documents to subordinate this lease to any present or future mortgages or deeds of trust or security agreement affecting the demised premises.

 32. THE LEASE IS MADE SUBJECT TO THE RULES AND REGULATIONS attached hereto and any additional attachments incorporated herein by reference and made a part of this lease agreement. These rules and regulations are for the purpose of promoting the convenience, safety and welfare of all tenants and for the preservation of the Landlord's property from abusive use. Tenant shall comply with the Rules and Regulations herein set forth governing the lease and the apartment project and shall consult and comply with such other Rules and Regulations and any alterations or changes in the Rules and Regulations which the Landlord, at its discretion, hereafter shall and may adopt for the said apartment project. Landlord shall not be liable to Tenant or anyone claiming under Tenant for any violation of such Rules and Regulations or by the breach of any covenant, term, provision or condition in any lease by any other tenant in the apartment project.

 33. This lease agreement contains the entire agreement and understandings between the Landlord and the Tenant. There is no oral understanding, terms or conditions and neither Landlord nor Tenant has relied upon any representation, expressed or implied, not contained in this lease agreement.

All prior understanding, terms and conditions are deemed merged into this lease agreement. This lease agreement cannot be changed or supplemented orally.

 34. Each Tenant who executes this lease shall be jointly and severally liable for the obligations of Tenant hereunder.

 Initials: \_\_\_\_\_\_\_\_\_\_\_

 35. Tenant agrees to comply with the following occupancy standards:

 Number of bedrooms Maximum number of occupants

 0 2

 1 3

 2 5

 3 7

An occupant is an individual occupying the premises for more than seven (7) consecutive days unless the Landlord is notified in writing and grants written approval of an extended visit by a guest.

 36. Landlord shall not be liable for any damages or injury occasioned by or from electric wiring, plumbing, water, ice, snow, gas, steam, or sewerage or any other damages or injury however caused, nor shall Landlord be responsible for any accident to the Tenant or any occupant of the premises, resulting from any cause whatsoever, and the Tenant agrees that he will not hold the Landlord liable in any way, whether such accident occurred in the premises or in or about any common areas.

 37. The Tenant acknowledges that if he/she is occupying a designated handicapped accessible unit, that priority for such units is given to those requiring special design features. Further, the Tenant understands that should an applicant apply requiring the features of the unit, the Tenant will be required to move at the Tenants expense, within thirty (30) days of notification, to a suitably sized vacant unit within the complex.

 IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person thereunto duly authorized and their respective seals to be hereunto affixed, (which seal shall be the printed word "SEAL" appearing beside their names if no other seal is set forth) the day

and year first hereinabove written.

TENANT LANDLORD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant (Agent for Landlord)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Tenant

ATTACHMENT I

RULES AND REGULATIONS

1. Signs, advertisements, notices or other lettering shall not be exhibited by any Tenant either inside or outside the leased premises without the prior written consent of the Landlord.

2. Awnings or other projections with the exception of those installed by the Landlord shall not be attached to the outside or other parts of the building, and screens, attachments or contrivances, of any kind shall not be attached to, hung in, or used in connection with any window or door of the leased premises, nor shall any Tenant install or use any radio aerial or television antenna without the prior written consent of the Landlord. Tenant shall install only curtains that are white or have a white backing. In no event shall any other color be visible from the exterior of the building.

3. Laundry or other articles shall not be hung from any purpose from the outside of Tenant's apartment. “Outside " shall include balconies and patios of Tenant's apartment. Clothesline, other than those provided by the Landlord, shall not be erected or used at any time and all laundry shall be hung for airing and drying only on the lines provided by the Landlord.

4. The apartment unit will be kept at all times in a clean, sanitary and safe condition. Garbage, rubbish and other waste shall be removed in a clean and safe manner and all such matter shall be placed in receptacles provided. The littering or defacing of the common areas of the premises shall not be permitted. The common areas shall be defined as those areas outside Tenant's apartment excluding porches and patios.

5. The Tenant shall not permit anything to be thrown out of the windows of the leased premises or apartment project, or down the courts or balconies and patios of the apartment project, or the dusting or shaking of mops, brooms, or other cleaning material out of either the windows or the doors of the leased premises; and shall not permit anything to be placed in or hung from the outside of said windows. The Tenant shall not drive or permit to be driven any picture hook or other nails into the woodwork of the leased premises, or in any manner deface or injure floors, walls, woodwork, windows or doors of the leased premises, without the prior written consent of the Landlord.

6. Tenant shall use all utilities, services, facilities, appliances, and equipment provided by Landlord in a reasonable and proper manner, to keep all appliances and equipment within the apartment or on the premises in good and clean condition, reasonable wear and tear expected. Any cost to repair damages resulting from misuse of appliances, equipment, facilities, or plumbing by Tenant shall be borne by Tenant.

7. Tenant shall neither deliberately nor negligently destroy, deface, damage, impair or remove any part of the apartment or premises, or permit or to fail to prevent any person in the apartments or on the premises to do so, ( whether known or unknown by Tenant). Tenant shall immediately notify the Landlord as to any damages, which occur and shall reimburse the Landlord for damages within 30 days of receipt of written statement from Landlord.

8. The sidewalks, entrances, porches, floors, front yards and back yards shall be kept free from rubbish. Bicycles, baby carriages, toys or other similar articles shall not be permitted to block sidewalks, entries, passages, and stairwells. The Tenant shall not keep any furniture (other than appropriate porch furniture), trash containers, or toys of any kind on porches, patios, stairwells or common areas except as designated in writing by Landlord. All such articles, if found unattended, will be impounded and a charge will be made for their return. All items unclaimed will be disposed of after ten (10) days.

9. Waterbeds shall not be placed in the apartment without the written approval of management. If a waterbed is allowed, the Tenant shall provide proof of waterbed insurance sufficient to cover any damages that could be caused by the waterbed.

10. Explosives or any flammable fluids or material of any kind shall not be kept in or about the apartment or premises. This includes, but is not limited to kerosene space heaters, gas grills, charcoal grills or any other cooking device with a flame.

11. Tenant, his employees or agents, shall not paint, install wallpaper, drill or in any way deface walls, ceilings, partitions, floors, wood, stone or iron work.

12. Flower beds or garden may be not be planted by the Tenant without the prior written consent of the Landlord.

13. Fences, enclosed, or structures of any kind shall not be erected or placed upon the grounds or commons areas of property.

14. Neither automotive repair nor the washing of any vehicle is to be performed on the premises. Any vehicle that is leaking fluids of any kind must be repaired within a reasonable time determined by the Landlord or removed from the premises. The Tenant will be responsible to clean the area of any leak or pay for its cleaning.

15. The Tenant shall remove any abandoned vehicle within 48 hours of notice to do the same. Failure to do so is a violation of the terms of this agreement and the Landlord reserves the right to terminate the Tenant's lease and have the abandoned vehicle towed at owner's expense. An abandoned vehicle is defined as one without current state registration, inspection sticker displayed or license plate, or a vehicle that is not covered by insurance mandated by state law or a vehicle that is not operable, or a vehicle parked upon the lawn, sidewalk, or other areas not designated for parking. Landlord agrees to retain and dispose of any other property abandoned by Tenant as provided by state law.

16. Boats, campers, trailers, buses, or motorcycles are not to be parked, kept, or stored on the premises without prior written approval of the Landlord. These vehicles are to be parked in areas designated by the Landlord.

 Initials: \_\_\_\_\_\_\_\_\_\_\_\_

17. Landlord has provided unassigned parking space for which the Landlord makes no charge, such spaces shall be used only by Tenants and guests on a first come, no reservation basis. Cars shall be parked only in spaces designated therefor. The parking lot is for automobiles only. Automobiles must have current license plates and state vehicle inspection stickers and be in operating condition. Boats, trailers, trucks (larger than pick up trucks) and commercial vehicles will not permitted on our parking lots. All tenants and guests must observe all parking regulations as posted or indicated by the Landlord and or local authorities and will abide by it. Violators of any parking rules or regulations will be towed away at their own risk and expense.

18. Tenant and invited guests will be allowed to use the recreational facilities located on the premises at their own risk and sole responsibility. Management, however, reserves the right to discontinue the use of these facilities at any time deemed necessary to protect the interest of the complex. Children are allowed to play in designated areas only. If damage to the grass occurs, certain areas of the lawn will be excluded to allow the grass to recover. Bicycles or similar toys are prohibited from being ridden on the lawn. Playing in the parking lots is prohibited for children under 12 years of age unless under the supervision of a responsible adult. However, no playing is allowed by anyone around or between parked vehicles. Any damage done to a vehicle or property of the Landlord by a child will be the responsibility of the Tenant whose household the child belongs to.

19. Tenant is to conduct himself and require other persons in the apartment or on the premises, with his consent, to conduct themselves in such a manner that other Tenant's peaceful and quiet enjoyment of the premises is not disturbed and to assure that actions are not offensive, noisy, dangerous, or disruptive to the rights, privileges and welfare of other Tenants and persons.

20. The carrying or displaying of any firearms or any other dangerous weapons upon any part of this project or the discharge of a weapon on or near the property is hereby prohibited.

21. Tenant will not move from one apartment to another in the complex without permission of the Landlord.

22. The Landlord will retain a passkey to the premises. Tenant shall not alter any lock or install new locks without written consent of the Landlord. If Tenant requests the Landlord to unlock apartment the door for any reason, i.e. lost keys, misplaced keys, etc. a fee of Ten Dollars ($10.00) must be paid at the time of service.

23. All maintenance requests shall be given to the Landlord in writing with the exception of emergencies.

24. The Landlord shall furnish electric light bulbs in the fixtures and fuses in the panel box installed by the Landlord at the time the Tenant takes possession of the leased premises, but not thereafter.

25. Moving of furniture is permitted to and from the apartments between the hours of 8:00 AM and 8:00 PM only. Any packing case, barrels, or boxes, which are used in moving, must be removed by the Tenant to whom they belong or disposed of properly.

26. Employees of the Landlord are not authorized to accept packages, keys, money (except for payment of rent in the form of check or money order) or articles of any description from or for the benefit of Tenants. If packages, keys, money or articles of any description are left with employees of Landlord, it shall be at the sole risk of the Tenant.

27. Tenant shall not keep, harbor, or board any animals or fowl, wild or domestic, in or about the leased premises or on other property of Landlord without permission of the Landlord. However, the Landlord shall not prohibit the tenancy of a Tenant household member who requires the services of a trained and certified Seeing Eye or hearing ear animal to achieve the normal function of the household member.

28. Tenant must check weekly the operability of all smoke detectors in the units and report to the Landlord immediately any that do not operate. Tenant, is prohibited from tampering with or disconnecting the smoke detector or any other safety equipment.

29. All Tenant complaints must be in writing. All such complaints will be reviewed by the Landlord and a response, if necessary, will be given in a timely manner.

30. We strongly urge all residents to obtain insurance on personal property. You are not covered by our insurance for any loss.

31. If you are handicapped and/or disabled, you have the right to request reasonable accommodation and modification of your unit and all common areas available to the Tenants and/or public. Please put all requests in writing to the site manager.

The Tenant certifies that he has read all Rules and Regulations and agrees to abide by and comply with the same.

TENANT LANDLORD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant (Agent for Landlord)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Tenant

ATTACHMENT II

(REQUIRED FOR LIHTC PROPERTIES)

Tenant Eligibility: Landlord does not discriminate on the basis of race, religion, gender, national origin, handicap,

or familial status.

This property has received an allocation of Low-Income Housing Tax Credits (LIHTC) under section 42 of the Internal Revenue Service Code. The Landlord is responsible for compliance with the code. In order to accomplish this, Tenant agrees to immediately notify the Landlord of all changes in household composition and all changes in household student status. Further, Tenant agrees to complete annually or at any other such time requested by Landlord the Recertification Questionnaire disclosing current household composition**,** household student status and all household income and assets. Tenant agrees to cooperate fully during the recertification process signing all third party verifications and providing all requested names and addresses. Tenant agrees to respond promptly to recertification notices to ensure a timely completion of the process. Tenant understands that failure to comply within thirty (30) days of the initial recertification notice is considered material non-compliance with this lease and therefore grounds for termination of the lease and eviction.

Tenant understands and certifies that the household meets the following student criteria: If the occupant or if all the occupants of a unit are full-time students, the unit will not be considered a qualifying tax credit unit unless one of the full-time students is:

1. Are the students married and entitled to file a joint tax return? (Required documentation: marriage certificate or tax return)
2. Is at least one student a single parent with child(ren) and this parent is not a dependent of someone else, and at least one child is not a dependent of someone else other than a parent? (Required documentation: divorce or child custody agreement or parent’s most recent tax return)
3. Is at least one student receiving Temporary Assistance to Needy Families (TANF)? (Required documentation: verification of assistance)
4. Does at least one student participate in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under similar federal, state or local program? (Required documentation: verification of participation)
5. Does the household consist of at least one student who was previously under foster care? (Required documentation: verification of participation)

Tenant certifies the following information is complete and correct. List all members of the household:

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full-time Student: Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

2. Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time Student: Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_

3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time Student: Yes \_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

4. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time Student: Yes \_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

5. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time Student: Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_

6. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time Student: Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

7. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Time Student: Yes \_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

For any persons to be added to the lease, they must fill out application and meet the Landlord's "Tenant Selection Criteria". Any occupant deemed permanent by the Landlord that does not comply with this procedure or vacate promptly when determined ineligible or jeopardizes the household tax credit compliance is the responsibility of the Tenant and grounds for termination of the lease.

Tenant understands and agrees that the Landlord will verify in writing through a third party when necessary, the information provided on the application and recertification questionnaire in order to ensure IRC section 42 compliance. Failure of the Tenant to provide satisfactory, complete and accurate information will be considered material non-compliance with the lease. Misrepresentation of any information required to determine tenant eligibility will entitle Landlord to terminate this lease and pursue eviction.

 Initials: \_\_\_\_\_\_\_\_\_\_\_\_

The Tenant is permitted to have a guest(s) visit their household. However, the Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 7 days and/or nights without prior notification of the Landlord. Should the Tenant or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the project, then the Landlord may consider such person(s) an unauthorized occupant and terminate the lease for material non-compliance.

Tenant understands and agrees to be bound by the above stipulations. Further, the Tenant agrees to take no action to jeopardize the Landlord's tax credit compliance. Should it be determined that Tenants continued occupancy, for whatever reason, jeopardizes the Landlord's tax credit compliance, the Tenant agrees to voluntarily , after receipt of written notification from the Landlord, locate another dwelling and relinquish tenancy in their current unit. The Landlord will allow the Tenant sixty (60) days to accomplish this process.

TENANT LANDLORD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant (Agent for Landlord)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Tenant

ATTACHMENT III

PERIODIC UNIT INSPECTION

It is the policy of the Landlord to periodically inspection the condition of each apartment to determine if the household is maintaining the apartment in an acceptable manner.

Section 4 of the lease states the following: “Tenant shall keep the leased premises, including any appliances, carpeting and fixtures belonging thereto, clean and in good condition of repair.” Landlord, its agents, employees and contractors, shall have the right, at anytime, and from time to time, to enter the leased premises for the purpose of inspection or for the purpose of making any of the aforesaid repairs.

In order to ensure that each household is abiding by this, periodic inspections of each apartment will done every 4-6 months. A written notice will be given to each household prior to the inspection asking you to take care of the following items:

- Carpets clean and vacuumed. If carpeting is soiled or stained, it must be cleaned.

* Oven, stove top, hood vent clean. No aluminum foil or foil pans below element or lying on top of element in oven or aluminum foil/pan under burners on stovetop.
* Stove rings, pans, bowls and good vent filters clean. We suggest soaking the filters in hot soapy water to remove the grease. Replace drip pans if unable to remove burnt on food or spills.
* Wipe out the freezer and refrigerator.
* Clean countertops and cabinets. Cabinets and closets should be neat and organized.
* Mop floors in kitchen and bath. Strip and wax vinyl flooring, if needed.
* Clean bathroom tub and enclosure to remove soap and dirt build up.
* Clean commode and sink.
* Wipe off medicine cabinet and mirrors.
* Make sure articles of clothing and other personal items are picked up off floor and put away. Beds are made.
* Wipe out window sills and clean inside of window tracks.
* Clean out light fixtures. Light bulbs must be in all sockets.
* Eliminate all trip hazards, such as cable, electrical and telephone cords across floor. Do not store items or other barriers which restrict and/or block exits or passage ways. No furniture, household furnishings, equipment, clothing, other personal property or other barriers shall restrict and/or block exits or passage ways. An unimpeded means of escape is required. For living rooms and bedroom(s), a minimum of two independent unobstructed exits are required, one of which must be a door and the other, a window. The doors to bedroom(s) and living room must open 90 degrees. No furniture, household furnishings, equipment, clothing, other personal property or other barriers shall be stored on stairwells and landings, while a 36 inch clearance is required for hallways.
* Make sure patios and porches are neat and clean. Porches and patios are not to be used as storage areas. This includes, but not limited to, indoor furniture, automobile tires and garbage.
* For utility/storage room, there must be a clear path to water heater and electrical panel box. Further, there must be a 12 inch clearance for water heater and nothing can be stored on top of water heater. No flammable items, including, but not limited to, gas cans, propane tanks, lighter fluid, match light charcoal, furniture, automobile tires, any gas-powered equipment and garbage, are to be stored.

By signing below, I certify I have read and understand all of the above and that this attachment is incorporated into the lease executed this day between Landlord and Tenant. Failure to abide by this will result in termination of the lease.

TENANT LANDLORD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant (Agent for Landlord)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Tenant

ATTACHMENT IV

LEASE ADDENDUM FOR DRUG-FREE HOUSING

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

 1. Tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in criminal activity including drug-related criminal activity, on or near project premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

 2. Tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

 3. Tenant or members of the household will not permit the dwelling units to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

 4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

 5. Tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

 8. This Lease Addendum is incorporated into the lease executed or renewed this day between Landlord and Tenant.

TENANT LANDLORD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant (Agent for Landlord)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Tenant