

RESIDENTIAL DWELLING LEASE

Part One

The parties to this Lease are the Housing Authority of the County of Lebanon, referred to as "MANAGEMENT," and the occupying family, referred to as the "TENANT," whose family members are identified in Part Two of this Lease. The Authority, relying on information from TENANT as to members of TENANT's household, TENANT's employment, and household income and other information, hereby leases to the TENANT the dwelling unit identified in Part Two of the Lease.

TERMS AND CONDITIONS:

1. Term of the Lease

Renewal Provisions. This Lease, and TENANT's right of occupancy hereunder, shall commence on the date and for the initial term specified in Part Two of the Lease. In the absence of a notice of non-renewal or termination pursuant to the provisions herein, this Lease will automatically be renewed for successive terms of one (1) year. The end of any term shall always finish on the last day of a calendar month.

2. Payments Due Under the Lease

- A. The initial rent payment is stipulated in Part Two of this Lease. This rental amount shall remain in effect until adjusted in accordance with the provisions of this lease. The TENANT will receive written notification of any change in the rental payment.
- B. Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the due date listed on the monthly statement. If TENANT fails to make the rent payment by the due date listed on the monthly statement, a Notice of Lease Termination may be issued to the TENANT.
- C. Rent may be based on a percentage of income or a flat rent, at the choice of the TENANT. Families may change the rent calculation method at any recertification. Families who have chosen the flat rent option may request a re-examination and change to the formula-based method at any time if the family's income has decreased, their ongoing expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family exists which would be alleviated by a change.
- D. If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship; any such suspension request must be made in writing.
- E. In the event legal proceedings are required to recover possession of the premises, the TENANT will be charged with the actual cost of such proceedings.

F. Utilities and Appliances.

- (1) Depending upon the type of metering at the site where the leased unit is located, rent may include some or all utilities, as indicated in Part Two of this Lease.
- (2) Utilities to be paid by TENANT and the utility allowance(s) for that utility(s) are stated in Section 4., Part Two of this Lease. The allowance(s) shall be set for each unit size and style based upon the estimated charge by utility suppliers for the reasonable use of utilities for that size and style of apartment. The Total Tenant Payment less the utility allowance(s) equals TENANT's rent. If the utility allowance(s) exceeds the Total Tenant Payment, MANAGEMENT will issue a check or credit for the difference to TENANT on a monthly basis. TENANT is responsible for paying any utility bill to the supplier; any non-payment when due of utility charges by TENANT constitutes a breach of this Lease and basis for MANAGEMENT's demanding vacation and quitting of the premises.
- (3) In developments where MANAGEMENT pays for the utilities but utility consumption is monitored by utility checkmeters, TENANT shall be responsible to pay a utility surcharge for any utility consumption above a reasonable level. Said utility surcharge shall be based upon the amount of utility consumption determined to be excessive and the utility rate charged to MANAGEMENT.
- (4) MANAGEMENT may charge the utility allowance and/or the utility surcharge for excessive consumption at any time during the term of the Lease and shall give TENANT sixty (60) days written notice of the revised allowances/surcharges and shall allow TENANT an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the new allowances/surcharges.
- (5) MANAGEMENT will provide a range and refrigerator, as indicated in Part Two of this Lease. TENANT may provide TENANT's own refrigerator, if desired. Other major electrical appliances, such as air conditioners, freezers, extra refrigerators, washers, and dryers, may be installed and operated if there is space and only with MANAGEMENT's approval. A monthly service charge payable by the TENANT may be imposed by MANAGEMENT for the electricity used in the operation of such appliances in those developments where electricity is provided by MANAGEMENT. Any such charge shall be shown on the Schedule of Charges posted in MANAGEMENT's offices. Charges for extraordinary appliances shall be due and payable to MANAGEMENT along with each month's rental payment.
- (6) TENANT understands and agrees that MANAGEMENT shall have the right temporarily to stop the service of gas, electricity, or water, in the event of accident affecting the same or to facilitate repairs or alterations made on the premises. MANAGEMENT shall not be responsible for failure to furnish utilities by reason of any cause beyond its control.

G. *Late Charges.* All rent due and owing that is not paid by the due date indicated on the monthly statement, or the first working day thereafter if the first falls on a weekend, shall be

subject to imposition of a late charge in accordance with the current schedule of charges. The late charge shall be payable with the following month's rent.

H. *Maintenance Charges.* In addition to rent, TENANT is responsible for the cost of maintenance work performed in the TENANT's unit for repairs or damages beyond normal wear and tear caused by negligence or intention of TENANT or TENANT's household or guests. Maintenance charges are based on the Authority's Schedule of Maintenance Charges or, for work not listed, on the actual cost to the Authority for the labor and materials needed to complete the work. Payment is due within 60 days of billing, unless a payment schedule satisfactory to the Authority is entered into.

I. *Prioritization of Payments.* Unless the TENANT makes other prior arrangements satisfactory with MANAGEMENT in writing, any payment presented to MANAGEMENT shall be applied on account as follows:

Any court costs shall be credited first, followed by any regular water and sewer charges, any Security Deposit payment, any utility surcharges, any maintenance charges, any late charges, and any outstanding rent charges in the order in which said rent charges were incurred.

J. *Forms of Payment.* TENANT's personal check, credit card or electronic transfer will be accepted as payment of rent and other charges due. However, if any form of TENANT payment is returned to MANAGEMENT due to insufficient funds or other reason, TENANT must make cash restitution within ten (10) calendar days. TENANT will also be assessed a processing fee (in accordance with the current schedule of charges) which must be paid in full at the time restitution is made. If TENANT presents a subsequent rejected payment to MANAGEMENT, MANAGEMENT may require all future payments from TENANT be in the form of cash or money order.

K. *Habitual Non-Payment.* The TENANT shall be deemed to be in repeated violation of material terms of the Lease if, three (3) times during a twelve-month period, the TENANT fails to make full payment to MANAGEMENT of rental charges within the calendar month when such charges are due. Repeated violation of material terms of the Lease shall result in Termination of Lease, as set forth in Section 11. of the Lease.

L. *Security Deposit.* TENANT agrees to pay to MANAGEMENT a Security Deposit equal to one month's rent to be paid (unless other prior payment arrangements satisfactory to MANAGEMENT are made in writing) as follows:

A minimum of \$50.00 due at first payment of rent; one-third of remainder due first of the following month; one-third of initial remainder due first of second month; and one-third of initial remainder due first of third month.

MANAGEMENT shall comply with State law requirements concerning use of security deposit funds, their placement in interest-bearing escrow bank accounts, accountability to TENANT

for interest earned thereon, and all obligations. Failure of TENANT to provide MANAGEMENT with TENANT's new address in writing upon termination of the Lease or upon surrender and acceptance of the leasehold premises shall relieve MANAGEMENT from any liability to return unused portions of the Security Deposit to TENANT.

3. Redetermination of Rent, Dwelling Size, and Eligibility

- A. Unless exempted for a three-year period by choosing the flat rent option, TENANT agrees to submit to the MANAGEMENT upon request, at least once each year, a signed statement in such form as MANAGEMENT may request, setting forth the facts as to **all** income received by TENANT and **all** members of TENANT's household, together with names and addresses of all employers of the TENANT and members of TENANT's household, and of all persons or organizations from whom such income is received, and as to the names, ages, and relationship to TENANT of all persons residing in the leased premises. This statement will be used by MANAGEMENT to determine whether the monthly rental should be changed and whether the dwelling unit size and type are still appropriate for TENANT's needs.
- B. Rentals fixed in Part Two hereof or as adjusted pursuant to this section will remain in effect for the period between rent redeterminations unless it shall be shown that the TENANT has misrepresented or failed to report to MANAGEMENT the facts upon which TENANT's rent is based, in which event MANAGEMENT reserves the right to redetermine the rent retroactively as of the date of such misrepresentation or failure to report facts, and to hold TENANT liable for any additional rent thus determined to be due, and/or to seek termination of TENANT's Lease pursuant to Section 11. of the Lease.
- C. In case of a rent decrease, the adjustment shall become effective the first day of the month following the change in circumstances, provided that the TENANT has timely reported such change. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change, except that such rent increase may be retroactive where there is a finding of misrepresentation in accordance with Subsection B. herein.
- D. MANAGEMENT shall advise TENANT of any income that will be excluded from consideration. Increased earnings due to employment shall be totally or partially excluded during the twenty-four month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, or because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.
- E. *Community Service.* Unless otherwise exempted, in order to be eligible for lease renewal, TENANT and each adult member of TENANT's family must either contribute eight (8) hours per month of approved community service within the community in which TENANT's public housing development is located, or participate in an approved economic self-sufficiency program.

F. Transfers.

- (1) MANAGEMENT assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy. If MANAGEMENT determines that the size or type of the dwelling unit is no longer appropriate to the TENANT's needs, TENANT will be placed on a transfer waiting list until an appropriate size or type of unit can be made available.
- (2) If MANAGEMENT has a unit of the appropriate size or type available for the TENANT, and has offered such unit of appropriate size or type to the TENANT, giving the TENANT ten (10) days in which to move, and TENANT, having agreed to move to such unit of appropriate size or type enters into a new Lease Agreement with MANAGEMENT for such unit of appropriate size or type, MANAGEMENT may terminate this Lease as of the date TENANT's right of occupancy under the new Lease shall commence.
- (3) If TENANT, having been offered such unit of appropriate size or type, shall not have agreed to move, MANAGEMENT may terminate this Lease in accordance with the provisions of Section 11. herein provided that no lease shall be terminated while such termination is the subject of a pending grievance, nor thereafter except in accordance with Section VII. of the Authority's grievance procedures.
- (4) The Authority may require that a TENANT move to a different rental unit similar to unit occupied if improvements or major repairs must be made in the unit TENANT occupies and such work cannot be carried out with TENANT in place.
- (5) If a TENANT makes a written request for accommodation for a documented and verified disability and the Authority determines that the request is a reasonable accommodation, the Authority can either modify the rental unit with the TENANT in place or transfer TENANT to another rental unit with the required features. A TENANT without disabilities who resides in a rental unit with special features for the disabled (an accessible unit), must transfer to another similar unit without such special features should another resident or an applicant require such an accessible unit.
- (6) TENANT may request to be placed on a transfer list by providing MANAGEMENT with a written request stating unit size desired and reason for request. Transfers for other than unit size needs or reasonable accommodation shall be at MANAGEMENT's convenience, IF AT ALL.

4. Occupancy

TENANT shall have the exclusive right to use and occupancy of the leased premises as a private dwelling only for TENANT and the persons named on TENANT's lease. Guests or visitors of TENANT may be accommodated for a period of up to seventy-two (72) hours in any calendar month. In the event TENANT wishes to accommodate guests or visitors for periods exceeding a total of seventy-two (72) hours during a calendar month, or to care for foster children, or to provide live-in care of a member of TENANT's family, TENANT must file a written request with MANAGEMENT in advance

setting forth the reasons for such extended accommodations; registering guest's name, permanent address, and telephone number; and stating the length of time such guest(s) are to be accommodated. TENANT shall obtain MANAGEMENT's written approval of such arrangements in advance of the proposed extended stay. MANAGEMENT's decision shall be final.

5. Obligations of MANAGEMENT

MANAGEMENT shall have the following obligations under this Lease Agreement:

- A. To maintain the premises and the project in decent, safe, and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- C. To make necessary repairs to the premises;
- D. To keep project buildings, facilities, and common areas not otherwise assigned to the TENANT for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by MANAGEMENT;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual TENANT family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the TENANT in accordance with Paragraph 6. (G); and
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within the exclusive control of the TENANT and supplied by a direct utility connection.

6. Obligations of TENANT

TENANT shall have the following obligations under this Lease Agreement:

- A. Not to assign the lease or to sub-lease the premises;
- B. Not to provide accommodations for unauthorized boarders or lodgers or have unauthorized guests or visitors nor to permit anyone not listed on the lease to use TENANT's address for mail delivery or any other purpose. An unauthorized boarder or lodger, guest or visitor shall be any person not listed on the Lease who, in violation of Section 4. above, has been accommodated at the leased premises or has visited for a period totaling more than seventy-two (72) hours in any calendar month without MANAGEMENT's advance written approval, whether or not in return for compensation to TENANT;

- C. To use the premises solely as a private dwelling for TENANT and TENANT's household as identified in the Lease, and not to use or permit its use for the operation of a business or for any other purpose not granted advance written approval by MANAGEMENT. With written permission of MANAGEMENT, the TENANT can incidentally use the premises for legally permissible income-producing purposes so long as the business does not infringe on the rights of other Tenants. All such business-related uses of the premises must meet all zoning requirements and the TENANT must have the proper business licenses.
- D. To abide by necessary and reasonable regulations promulgated by the MANAGEMENT for the benefit and well-being of the housing project and the TENANTS, which regulations shall be posted in the MANAGEMENT Office and which are incorporated by reference in this Lease; violation(s) of such regulations constitutes a violation of this Lease;
- E. To comply with all obligations imposed upon TENANT by applicable provisions of building and housing codes materially affecting health and safety and/or related Federal regulations governing MANAGEMENT; this obligation shall include, but not be limited to, the avoidance of any tampering with the operability of smoke detectors installed in dwelling or public areas;
- F. To keep the premises and such other areas as may be assigned to TENANT for TENANT's exclusive use, in a clean and safe condition and to avoid using any crawlspace, attic, or any other not-living area of the dwelling for the storage of TENANT's personal belongings, possessions, etc. Housekeeping practices shall not contribute to infestation by insects or rodents, nor to the deterioration of the premises;
- G. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner and not litter the grounds or common areas of the property. Recyclables (as designated by MANAGEMENT) shall be separated and appropriately placed for collection. Household furnishings, appliances, car parts, or any other sundries shall not be stored on the exterior of the premises other than in the unit's assigned storage shed. MANAGEMENT shall provide appropriate facilities or containers for the disposal of ordinary household waste. In those developments at which trash removal is provided individually for each dwelling, MANAGEMENT shall provide for the removal of only one approved container of refuse on each designated collection day. TENANT shall be responsible for payment directly to the refuse contractor for any and all excess refuse removed from the premises;
- H. To use only in a reasonable manner for TENANT and TENANT's household all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators, pre-set thermostats and smoke detectors;
- I. To refrain from, and to cause TENANT's household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- J. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to, any extraordinary maintenance required to, or the removal of improperly disposed of items from the premises, project, building, facilities, or common areas caused by TENANT, TENANT's household, or guests in accordance with the schedule of charges as posted in the MANAGEMENT Office;

- K. To conduct himself or herself, and cause other persons who are on the premises with TENANT's consent to conduct themselves in a manner which will not disturb TENANT's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition, nor be threatening to MANAGEMENT's employees or representatives;
- L. To refrain from illegal, immoral, or other activity which impairs the physical or social environment of the project;
- M. To act in a cooperative manner with neighbors and Authority staff and refrain from acting or speaking in an abusive or threatening manner toward neighbors, Authority representatives and Authority staff;
- N. To respond promptly to all notices, letters, and other correspondences sent by Authority, which request or require a response.
- O. Not to commit fraud or deliberately provide any false information in connection with any Federal housing assistance program nor to receive any other housing or rental assistance under any Federal housing program during the term of this lease.
- P. To permit MANAGEMENT, pursuant to the provisions of Section 9., entrance to the premises for the purpose of conducting periodic inspections, for performing routine maintenance or periodic extermination treatments, for making improvements or repairs, or to show the premises for re-leasing; TENANT is obligated to make any appropriate preparations, as designated by MANAGEMENT, which are required to facilitate MANAGEMENT's aforementioned inspections, maintenance, extermination, improvements, repairs, etc.;
- Q. To promptly notify MANAGEMENT of the need for any repairs to the leased premises, appliances, fixtures, or equipment, particularly of conditions hazardous to life, health, or safety of occupants;
- R. To give MANAGEMENT notice in writing when the premises are to be vacated for one week or more; such notice shall not render MANAGEMENT responsible for any personal property of any nature or description left in or on the leased premises during TENANT's absence;
- S. TENANT shall keep the leased premises and the front and back yard appurtenances TENANT thereto in a neat, clean, safe and unobstructed condition, and keep the yards trimmed and cut. TENANT shall keep the walks and streets directly adjacent to the leased premises neat and free of trash and litter. TENANT shall, within twenty-four (24) hours of the fall of freezing precipitation, clear snow and/or ice from a path at least thirty-six inches (36") wide on all sidewalks adjacent to TENANT's unit and halfway to TENANT's nearest neighbor(s);
- T. The TENANT agrees not to erect any antennae (television, radio, CB, scanner, satellite dishes, etc.), fences, or lawn appurtenances such as swing sets or tents without the advance written permission of the Landlord under appropriate safeguards to Landlord's property, or except

in conformity with such rules and regulations as may be hereinafter prescribed by Landlord; no alteration, addition, or improvements shall be made in or to the premises without the prior consent of MANAGEMENT in writing, including, but not limited to a prohibition on the use of wallpaper, adhesive-backed coverings, ceiling fans, paint other than that supplied by MANAGEMENT, and locks not installed by MANAGEMENT; TENANT agrees not to install any type of waterbed in the premises;

- U. Not to use living rooms as sleeping rooms, except in cases of emergency and as a temporary arrangement only;
- V. Pets. TENANT agrees the only permissible pets will be those permitted under MANAGEMENT's Pet Policy, which is available from the Occupancy Office. Violation of said Pet Policy, which is incorporated herein by reference, may result in action up to and including eviction. Visitors are expressly forbidden to bring pets of any kind onto Housing Authority property or into TENANT's dwelling unit, with the exception that a handicapped or disabled visitor who is dependent on a guide or support animal may be accompanied by said animal on Housing Authority property and/or in TENANT's dwelling unit.
- W. Motor Vehicles. All vehicles parked on Authority property must be registered with MANAGEMENT. TENANT agrees that only one off-street parking space will be provided for each housing unit in family-type projects and TENANT or TENANT's visitors shall not utilize an off-street space assigned to another housing unit. In developments for elderly and disabled occupancy, parking is permitted only by TENANTS with a valid parking decal issued by MANAGEMENT on a space-available basis. Neither abandoned, unlicensed, unregistered, not currently inspected, nor non-operating motor vehicles or motorcycles may remain within the project for more than forty-eight (48) hours; violating vehicles may be towed from the project at TENANT's expense. TENANT further agrees that TENANT may perform only minor repairs to vehicles within the project (which are those which will be completed within the period of one day and which will cause no danger, stain, or damage to any part of the project areas). Any vehicle which has been jacked up may not be left unattended;
- X. *One Strike and You're Out*. To maintain MANAGEMENT's "One Strike and You're Out zero tolerance" policy as to drug-related and other criminal activity as hereinafter set forth.

(1) Definitions

- (a) "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance contrary to the provisions of any Federal or State law, or local ordinance.
- (b) "Criminal activity" shall be defined as an act which constitutes a violation of any penal provision of any Federal, State, or local law and which threatens the health, safety, or right to peaceful enjoyment of the premises by other TENANTS or MANAGEMENT's employees or agents, irrespective of whether there is an arrest, or in the case of an arrest, irrespective of whether there is an arrest and/or conviction. Examples of criminal activity which threatens the health,

safety or right to peaceful enjoyment of the premises includes, but is not limited to, an act or acts that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another.

Criminal activity shall also be defined as the TENANT or any household member being subject to a lifetime registration requirement under a State or Federal sex offender registration program, including a criminal act resulting in such registration which occurred prior to execution of this Lease agreement.

- (2) Any drug-related activity or other criminal activity by a TENANT or member of TENANT's household anywhere shall be considered to be a serious violation of material terms of the Lease, and, thus, is grounds for termination of tenancy, in accordance with Section 11.A. of this Lease.
 - (3) Any drug-related activity or other criminal activity on or within 1,000 feet of project premises by TENANT's guests, any person under TENANT's control, or any guest acting within TENANT's passive consent shall be considered to be a serious violation of material terms of the Lease, and, thus, is grounds for termination of tenancy, in accordance with Section 11.A. of this Lease.
 - (4) Any alcohol abuse in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other TENANTS or MANAGEMENT's employees or agents shall be considered to be a serious violation of material terms of the Lease, and, thus, as grounds for termination of tenancy, in accordance with Section 11.A. of this Lease.
 - (5) TENANT or any member of TENANT's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity or drug-related activity, whether or not such acts threaten the health, safety, or right to peaceful enjoyment of the premises by other TENANTS or MANAGEMENT's employees or agents.
- Y. TENANT, any member of TENANT's household, or a guest or other person under the TENANT's control or acting within TENANT's passive consent shall not engage in acts of violence or threats of violence, including, but not limited to, the displaying or discharge of firearms on or within 1,000 feet of project premises. A single violation of the provisions of this section shall be deemed to be a serious violation and a material non-compliance with the Lease. Proof of violation shall not require either the filing of criminal charges or a criminal conviction; nor shall an acquittal in any court bar MANAGEMENT's right to proceed in a civil action based upon conduct which violates the provisions of this Lease.
- Z. In any civil proceedings based upon a violation of any provision of this Lease, proof shall be by a preponderance of the evidence.
- AA. To provide MANAGEMENT with a copy of the applicable permit or registration, as required by local, State, or Federal Law for any weapon or firearm kept on the premises. Any firearms stored on the premises shall be kept securely in a locked containment. B-B guns, pellet guns, and slingshots are expressly prohibited.

- BB. To remove any personal property left on Authority property when TENANT leaves, abandons, or surrenders the premises. Property left for more than 15 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former TENANT.
- CC. Not to use any community facility or common area, including, but not limited to community rooms and kitchens, for any organized purpose without prior written consent of the Authority and to abide by rules and regulations prescribed by the Authority for the use of such areas.
- DD. The Tenant, Tenant's household members and guests are prohibited from smoking (which means the use of prohibited tobacco products, including the use of electronic cigarettes) in any dwelling unit, in any exterior area within twenty-five (25) feet of any building, and any interior or exterior common areas (including but not limited to any and all public meeting spaces, public restrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators).

Smoking is permitted in any officially designated exterior smoking areas or on any public sidewalk or public roadway. Public sidewalks are those sidewalks which are immediately adjacent to the public streets in front of or alleys to the rear of any building. Public sidewalks do not include individual walkways leading directly to any dwelling from either a public street or public alley.

Violation of this subsection shall be considered a serious violation of the terms of the lease and may result in termination of the lease agreement and the assisted tenancy."

7. Defects Hazardous to Life, Health, or Safety

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

- A. TENANT shall immediately notify MANAGEMENT of the damage;
- B. MANAGEMENT shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by TENANT, TENANT's household, or guests, the reasonable cost of the repairs shall be charged to TENANT;
- C. MANAGEMENT shall offer standard alternative accommodations if available, in circumstances where necessary repairs cannot be made within a reasonable time. MANAGEMENT is not obligated to offer standard alternative accommodations in those cases where the TENANT or TENANT's household or guests cause the damage; and
- D. In the event repairs are not made in accordance with Subsection B. of this Section, or alternative accommodations are not provided in accordance with Subsection C. of this Section, rent shall be abated in proportion to the seriousness of the damage and loss in

value of the premises as a dwelling, except that no abatement of rent shall occur if TENANT rejects the alternative accommodation or if the damage was caused by TENANT, TENANT's household or guests.

8. Pre-Occupancy and Pre-Termination Inspections

- A. MANAGEMENT and TENANT or TENANT's representatives shall tour the premises prior to commencement of occupancy by TENANT. By signing this Lease, the TENANT acknowledges that the dwelling unit is safe, clean, and in good condition. Within two weeks of Lease signing, TENANT shall contact MANAGEMENT to schedule a formal move-in inspection to record officially the status of the dwelling unit, its appliances and equipment. MANAGEMENT shall furnish TENANT with a copy of said Move-In Inspection Report. This - inspection report shall be signed by MANAGEMENT and TENANT, if available, and a copy shall be retained by MANAGEMENT in the TENANT's folder.
- B. At the time TENANT vacates, MANAGEMENT shall inspect the unit and shall within thirty (30) days furnish TENANT with a statement of any charges to be made in accordance with Subsection 6.J. TENANT's representative may join in such inspection unless TENANT vacates the premises without prior notice to MANAGEMENT. If TENANT desires to be present for the move-out inspection, TENANT shall contact MANAGEMENT at least two working days in advance of vacating to schedule the inspection.

9. Entry of Premises During Tenancy

- A. MANAGEMENT or its representatives shall, upon reasonable advance notification to TENANT, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, extermination treatments and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of MANAGEMENT's entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification.
- B. MANAGEMENT may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- C. If a TENANT requests maintenance work and is not at home when the maintenance person arrives to perform the requested work, TENANT's request shall constitute authorization to enter the apartment unless TENANT has specifically indicated that a family member must be home when the work is being done and there is no emergency. MANAGEMENT shall not be obligated to perform any maintenance work in any unit in which a dog is not restrained and TENANT is not home.
- D. In the event that the TENANT and all adult members of TENANT's household are absent from the premises at the time of entry, MANAGEMENT shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises.

10. Procedures for Giving Notice

- A. Except as provided in Section 9., notice to TENANT shall be in writing and delivered to TENANT or to an adult member of TENANT's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to TENANT.
- B. Notice to MANAGEMENT shall be in writing, delivered to the Project Office or MANAGEMENT Central Office or sent by prepaid first-class mail, properly addressed.

11. Procedures for Termination of Lease

- A. MANAGEMENT shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease such as failure to make payments due under the Lease; failure to fulfill the TENANT obligations set forth in Section 6. Herein; failure to comply with the Community Service requirements set forth in Section 3E Herein or for other good cause, such as non-compliance with the Admissions and Occupancy Policy and/or applicable Federal regulations.
- B. MANAGEMENT shall give written notice of termination of this Lease:
 - (1) In the case of failure to pay rent, no less than fourteen (14) days' notice before termination.
 - (2) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to health or safety of other TENANTS or to MANAGEMENT's employees; and
 - (3) Thirty (30) days' notice in all other cases.
- C. The notice of termination to TENANT shall state reason for the termination, shall inform TENANT of TENANT's right to make such reply as TENANT may wish and of TENANT's right to request a hearing in accordance with MANAGEMENT's grievance procedure.
- D. This Lease may be terminated by the TENANT at any time by giving thirty (30) days' advance written notice to MANAGEMENT in the manner specified in Section 10.B. above. Notice of less than thirty (30) days shall be considered acceptable in the event that TENANT is deceased and apartment is vacated in less than 30 days from date of death.

12. Grievance Procedure

All disputes concerning the obligations of the TENANT or MANAGEMENT under this Lease shall be processed and resolved pursuant to the Grievance Procedures of MANAGEMENT in effect at the time such grievance or appeal arises, which procedures are to be posted in the MANAGEMENT Office and are incorporated herein by reference.

13. Violence Against Women Act

MANAGEMENT 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.

MANAGEMENT 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.

MANAGEMENT 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.

14. Waiver

By failure to exercise any available right or remedy as is provided herein, neither MANAGEMENT nor TENANT shall waive the right to do so at a later date for similar or other causes.

15. Modifications

Any modifications of this Lease shall be accomplished by a written rider to the Lease executed by MANAGEMENT and TENANT, except for rent redeterminations, which are to be accomplished by the procedures in Section 3. herein and schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference, which are to be publicly posted in a conspicuous manner in the Project Office and shall be furnished to TENANT on request. If such schedules, rules and regulations shall be modified, the MANAGEMENT shall give at least a thirty (30)-day written notice to each affected TENANT setting forth the proposed modification, the reasons therefore, and provide the TENANT an opportunity to present written comments which shall be considered by MANAGEMENT prior to the effective date of the proposed modification.

16. Other

TENANT acknowledges that from time to time, or on a permanent basis, it may be necessary for MANAGEMENT, in MANAGEMENT’S sole discretion, to install a hidden video camera on the premises for reasons of security. TENANT hereby consents and agrees to such use of hidden video cameras in any and all common areas. TENANT hereby waives any rights it may have in reference to the use of such cameras in common areas, including a right to privacy, and waives any right TENANT may have as a result of any injury which TENANT may suffer as a result of this use. The term “common area” shall, for purposes of this section of the lease, be defined as “any and all property of MANAGEMENT or the Redevelopment Authority of the County of Lebanon, or any area or property adjacent thereto, except the inside residential area which is leased to a TENANT for

the purpose of providing safe, sanitary and affordable housing”.