

LEASE AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____, _____ by and between _____, Lessor, (hereinafter referred to as Landlord); and

_____, Lessee, (hereinafter referred to as Tenant);

Witnesseth:

1. **PREMISES:** Landlord hereby leases to TENANT Unit # _____ located at _____ (hereinafter referred to as the UNIT), to be used and occupied by TENANT and the following members of the Tenant's family as a residence, their only residence, and for no other purpose whatsoever:

2. **TERM:** This is a lease for one year, beginning on the ____ day of _____, _____, and ending at 11:59 p.m. on _____. After one year, the lease shall be month to month unless renewed or termination is agreed to by the parties. If TENANT desires to terminate this lease, then TENANT shall give at least thirty (30) day notice of the fact to the LANDLORD. (TENANT NEEDS TO CONTACT OUR OFFICE TO BE RECERTIFIED AND 30 DAY NOTICE WILL BE GIVEN AT TIME OF APPOINTMENT WITH OUR OFFICE). If this lease is renewed, then the terms set out in LANDLORD's notice of the renewal shall be incorporated by reference herein, and made a part hereof.

REFER TO SECTION 2&3, HAP Tenancy Addendum for Termination of Tenancy by Owner

REFER TO SECTION 16, HAP Tenancy Addendum for Notices

3. **PAYMENT:** TENANT agrees to pay LANDLORD the sum of \$ _____ Dollars (\$____) per month, which shall be due and payable on or by the first day of each month. This amount has been established by the Housing Authority in accordance with HUD requirements. TENANT's portion is subject to change if there is a change in income.

REFER TO SECTION 4, HAP Tenancy Addendum for Rent to Owner

REFER TO SECTION 5, HAP Tenancy Addendum for Family Payment to Owner

4. **ADDITIONAL FEES:** A late fee of \$_____ will be assessed against TENANT for any rent payment not received by LANDLORD within five (5) days of the due date. A service fee \$_____ will be assessed for any check returned for insufficient funds. If a rent check is returned for insufficient funds, then the late fee of \$_____ and a service fee of \$_____ are both due, for a total owing by TENANT of \$_____. If personal checks for rent are twice returned by the bank for insufficient funds, then LANDLORD will not accept personal checks from TENANT, and all rent shall thereafter be paid by cash, money order or cashier's check.

REFER TO SECTION 6, HAP Tenancy Addendum for Other Fees and Charges

5. **SECURITY DEPOSIT:** In addition to the first month's rent, TENANT agrees to deposit with LANDLORD, \$_____ Dollars (\$_____) which sum shall not bear interest, and shall serve as security for TENANT's full and prompt performance of the terms and conditions of this lease. The security deposit shall serve as a fund from which the LANDLORD shall be reimbursed as compensation for damage to the UNIT by the TENANT. Otherwise, the security deposit shall be returned to the TENANT within thirty (30) days after the TENANT ceases to occupy the premises and all keys have been returned. In the event TENANT leaves while still owing unpaid rent, LANDLORD shall be permitted to apply any excess Security Deposit to the unpaid rent.

REFER TO SECTION 12, HAP Tenancy Addendum for further information/requirements regarding Security Deposit.

6. **MAINTENANCE AND UTILITIES:** Landlords and Tenant Responsibilities:

The Landlord agrees to pay the following utilities:

The Landlord will supply the following appliances:

The Tenant agrees to pay for the following utilities:

The Tenant will supply the following appliances:

REFER TO SECTION 7, HAP Tenancy Addendum for further information regarding Maintenance, Utilities, and Other Services.

- 7. TERMINATION OF THIS LEASE:** If rent is unpaid when due and the TENANT fails to pay rent within seven (7) days after written notice by the LANDLORD of nonpayment, then this lease agreement shall be terminated. For all breaches of this Lease by the TENANT other than nonpayment of rent LANDLORD shall give tenant fourteen (14) day notice of LANDLORD's intention to terminate this Lease. **Section 8 requires copies of all notices and evictions from Landlords.**
REFER TO SECTION 8, 9, 10, 11, 13, 14 & 15 HAP Tenancy Addendum for Termination of Tenancy by Owner
REFER TO SECTION 16 HAP Tenancy Addendum for Notices
- 8. RULES AND REGULATIONS:** TENANT agrees to comply with all rules and regulations of LANDLORD concerning the TENANT's use and occupancy of the UNIT. Violation by TENANT of these Rules and Regulations shall be cause for termination of Lease by LANDLORD. By initialing here (____), TENANT acknowledges receipt of a copy of said Rules and Regulations, which may be modified from time to time by LANDLORD. TENANT & SECTION 8 shall be provided a copy of any such modifications.
- 9. CONDITION OF UNIT AND INSPECTIONS:** The UNIT is now in good repair, and at the termination of this lease, the TENANT shall deliver and surrender the UNIT to the LANDLORD in the same condition or order and repair as now exists, normal wear and tear excepted. Alteration, including painting, of the UNIT shall be made only with written approval of LANDLORD. TENANT shall give LANDLORD prompt notice of any defects or breakage in the structure, equipment of fixtures of the UNIT. LANDLORD may enter the UNIT at any time in the case of an emergency, and at other reasonable times upon giving TENANT two (2) day notice of said intent to enter the UNIT. TENANT'S request for maintenance shall constitute the advance notice required to enter the UNIT for repairs.
- 10. TENANT'S OCCUPANCY AND LIABILITY:** Tenant agrees that the UNIT shall only be occupied by adults who sign this lease and all household members listed in Section 1 of this Lease. An overnight guest of TENANT shall not be deemed a violation of this clause. However, any guest who remains on premises for more than seven (7) days must have the written permission from the LANDLORD to stay beyond the seven (7) days. ALL TENANT'S are jointly and severally responsible for the total amount of the rent, and all rent payments shall be made by one check per UNIT per month.
- 11. ASSIGNMENT:** This lease shall not be assigned, nor shall the UNIT be sublet by TENANT.
- 12. DISTURBANCE OF THE PEACE:** If LANDLORD shall, at any time, deems the conduct of TENANT, or guest of TENANT, to be objectionable, or otherwise affecting the health, safety

and quiet enjoyment of other TENANT’s neighbors, then fourteen (14) day notice shall be given to TENANT of LANDLORD’s intent to terminate this Lease.

13. INSURANCE: TENANT is responsible for maintaining contents, fire, theft and liability insurance for the UNIT. LANDLORD is not responsible for the TENANT’s contents of the UNIT; including, but not limited to, food spoilage due to appliance malfunction or electrical failure.

14. PAYMENTS AND NOTICES: All rental payments due by the Tenant are to be made by check or money order and said payments, request or notices shall be either delivered or mailed to LANDLORD at the following address:

All notices to TENANT will be mailed to the address of the UNIT.

15. ENTIRE AGREEMENT: The terms of this Lease Agreement, and the attached **HAP Tenancy Lease Addendum** which is incorporated by reference herein, are contractual, and not merely a recital. There have been no verbal agreements between the LANDLORD and TENANT, and LANDLORD will not be bound by any agreements unless reduced to writing and made a part hereof by reference hereto.

Dated this _____ day of _____, _____

LANDLORD:

TENANT:

