

LEASE FOR THE PUBLIC HOUSING DEVELOPMENTS OF THE HOUSING AUTHORITY OF THE CITY OF BRADENTON – 2002 9TH Avenue East, Bradenton, Florida 34208

DESCRIPTION OF PARTIES, PREMISES AND PERTINENT INFORMATION

The Housing Authority of the City of Bradenton (“HACB”) agrees to lease to Resident listed below, the dwelling unit (“Dwelling”) in the HACB complex listed below, subject to the terms and conditions set forth in this Dwelling Lease Agreement (“Agreement”):

- 1. NAME OF RESIDENT:**
- 2. UNIT ADDRESS:**

Unit Number	Lease Start Date	Lease End Date	Number of Bedrooms	HACB Project	Number in Family	Reasonable Accommodations

Number of Minors	Number of Adult F.T. Students	Pets Yes/No	Parking Permit	Community Service Yes/No

Late Rent Fee	Monthly Rent	Income Based or Flat Rent	Required Security Deposit	Utility Allowance	Pet Deposit	Monthly Pet Fee
\$40.00			\$450.00		\$200.00	\$25.00

3. HOUSEHOLD MEMBERS:

Resident hereby agrees that the household members who shall reside at the Dwelling and that true and accurate information concerning these household members are as follows:

A. ADULT MEMBERS (EIGHTEEN (18) OR OLDER)

Name	Relationship to Resident	Date of Birth	SSN	Add/Delete	Date	Initials

B. MINOR MEMBERS (LESS THAN EIGHTEEN (18))

Name	Relationship to Resident	Date of Birth	SSN	Add/Delete	Date	Initials

4. EQUIPMENT AND UTILITIES TO BE FURNISHED BY HACB FOR THE DWELLING:

Refrigerator	Range	Heat/Air	Smoke /Carbon Monoxide Detectors	Fire Extinguisher	Other
Yes	Yes	Yes	Yes	Yes	

Water/Sewer	Garbage Pick-Up	Electricity	Gas	Other	Other
Yes	Yes	No	No		

ATTACHMENTS:

If indicated by an (X) below, the HACB has provided Resident with the following attachments and information:

- | | |
|---------------------------------|---|
| (X) Grievance Procedure | (X) Standard Maintenance Charges |
| (X) Security Deposit Terms | (X) Community Service |
| (X) Pet Policy | (X) Move-Out Checklist |
| (X) Bed Bug Addendum | (X) Smoke-Free Policy |
| (X) Lead Based Paint Disclosure | (X) Housekeeping Standards |
| (X) Crime-Free Housing | (X) Disposition of Personal Property |
| (X) Parking Policy | (X) Pest Control Schedule |
| (X) Resident’s Association | (X) Smoke Detector Maintenance/ Fire Extinguisher |
| (X) EIV What You Should Know | (X) VAWA Forms HUD-5380 |
| (X) Rent Choice Form | (X) Is Fraud Worth It? |
| (X) Key and Lock Policy | (X) Moisture and Mold Addendum |

I(We) hereby certify that I(We) have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to HACB before the execution of this Dwelling Lease Agreement, or before HACB approval for occupancy of the Dwelling by me(us). All information or documentation submitted by me(us) to HACB in connection with any federal housing assistance program, before and during the lease term, and any subsequent renewals, are true and complete to the best of my(our) knowledge and belief. I(We) further certify that I(We) have received this Dwelling Lease Agreement, and I(We) have read it (or it has been read and explained to me(us), including all attachments hereto, and I(We) fully understand and agree to it.

Resident:
Other Adult/Relationship:
Other Adult/Relationship:
Other Adult/Relationship:
Other Adult/Relationship:

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease Agreement, which consists of foregoing pages the following terms and conditions and any and all attachments, addenda or referenced materials, in duplicate, on _____, 20____, at Bradenton, Florida.

THE HOUSING AUTHORITY OF THE CITY OF BRADENTON, FL

BY: _____

TITLE: _____

4. TERM OF LEASE AND RENEWALS:

The term of this Agreement is for one (1) year, beginning on the date specified and the term of this Agreement shall automatically renew for the same period of one (1) year. At least thirty (30) days before the ending date of this Agreement, HACB shall provide written notice to Resident either A) offering a one-year lease agreement upon the same or revised terms, or B) stating that HACB shall not renew this Agreement, including a statement of good cause pursuant to the terms of this Agreement or any applicable HUD regulations and/or Florida law, as may be amended. HACB may terminate this Agreement at any time with appropriate notice as provided for herein.

5. RENT PAYMENT AND DUE DATE:

A. The rent for the initial period (prorated for partial month) of this Agreement shall be \$_____. The monthly rental thereafter shall be the amount referenced in Section 1 herein based on the Resident election of Flat Rent or Income Based Rent. Resident may change rent calculation methods at any re determination to be effective at the renewal date of this Agreement, unless the rent calculation change is as a result of certain financial hardships. If Resident has chosen the flat rent option, Resident may request a re-determination and change to the income based method at any time the family’s income has decreased because of changed circumstances, loss or reduction of employment, death in the family, reduction of income or loss of other assistance, as determined by HACB, an increase in the family’s expenses for such purposes as “child care, transportation, education, medical costs or similar items” as

determined by HACB; or other circumstances of hardship as determined by HACB.

- B. Charges for other than rent shall be due and collectable the fifteenth (15th) day following written notification of the charge. Such charges shall be considered delinquent on the fifth (5th) day of the month following the due date. A list of standard charges is posted in the HACB office and is made a part of this Agreement by reference. Failure to pay charges when due shall be considered a serious violation of the terms and conditions of this Agreement. Rent if not paid by the fifth (5th) day of the month shall be considered late and a late payment charge of **\$40.00** will be assessed to the Resident. If the office is closed on the 5th day, payment is due the next business day. The HACB reserves the privilege of waiving any or all finance charges. Rent and other charges can be paid at the office located at 2002 9th Avenue East, Bradenton, Florida.
- C. HACB shall not accept cash payments. Resident shall be entitled to receive a written receipt for all amounts paid to HACB at the time payment is made. Partial rent will not be accepted. If Resident pays rent late four (4) times within a twelve (12) month period, such action shall constitute chronic rent delinquency, and shall result in automatic termination if the Resident is late again within the same twelve-month period.

6. OCCUPANCY:

- A. The Resident shall have the right to exclusive use and occupancy of the Premises. Guests or visitors of the Resident may be accommodated no longer than a period of two weeks (14 consecutive days). "Guest" means a person in the Dwelling with the consent of the Resident or Resident's household members. If any visit will extend beyond two (2) weeks, the Resident must notify the HACB, stating the reasons for the extended visit, which must be authorized in writing by the HACB.
- B. HACB must approve in writing any proposed addition for whatever reasons, including a foster child or live-in-aide to the above listed household members in advance of such addition. Natural child births to any of the above listed household members shall not require advance approval by HACB. HACB shall consider whether the addition of a new occupant may necessitate a transfer of Resident and household members to another dwelling, and whether such dwelling is available at the time of the request. Additionally, HACB shall consider its obligation to make reasonable accommodations for handicapped persons. HACB reserves the right to refuse any addition to household members which does not meet criteria outlined in the "Admissions and Continued Occupancy Plan" (hereinafter referred to as the "ACOP"), in effect at that time, or which addition would result in a violation of occupancy standards as outlined in the ACOP. Resident agrees to await receipt of the written approval of HACB prior to allowing additional occupants to move into the Dwelling. Upon approval by HACB, the Resident must sign a new lease pursuant to the ACOP.
- C. Resident agrees to wait for HACB's approval before allowing additional persons to move into the Dwelling. Failure on the part of the Resident to comply with

this provision is a serious violation of the material terms of this Agreement for which the HACB may terminate this Agreement as provided herein.

- D. Deletions for any reasons from the household members named on this Agreement shall be reported by resident to the HACB in writing, within ten (10) days of the occurrence.
- E. A care attendant/live-in aide should not be listed on this Agreement and cannot become a remaining family member for continued occupancy purposes. The income of a care attendant/live-in aide would not be counted in determining the family's income.
- F. This Agreement will **NOT** be revised to permit a change of family size resulting from a request to allow adult children to move back into the Premises unless it is determined that the move is essential for the mental or physical health of the Resident **AND** it does not disqualify the family for the size apartment it is currently occupying.
- G. Resident designates the following adult person as Resident's beneficiary to be responsible for removal of Resident's personal property in the event of the death or incapacity of a sole Resident and (there are no eligible adult remaining household members residing in the Dwelling), or in the event that this Agreement is terminated by HACB and Resident is otherwise unavailable:

NAME _____ **RELATIONSHIP** _____
ADDRESS _____
HOME PHONE _____ **BUSINESS PHONE** _____

7. SECURITY DEPOSITS:

- A. Resident shall pay to HACB, upon the signing of this Agreement a security deposit in the amount specified in Section 1 herein. HACB shall retain the security deposit during the term of this Agreement, and any subsequent renewals as provided by Chapter 83, Part II, Florida Statutes, as it may be amended. Resident understands that the security deposit or any part thereof may not be used by Resident to pay unpaid rent or other charges owed by Resident to HACB while the Resident remains in occupancy of the Dwelling. At the termination of this Agreement and/or after Resident has vacated the Dwelling, the Dwelling shall be inspected by HACB. HACB shall refund the security deposit of Resident, less any charges for the following:
 - 1. All unpaid rents and any other choice of remedy under Chapter 83, Part II, Florida Statutes, maintenance or repair charges, excess utility charges, court cost and/or attorney fees, or other charges which are due to HACB;
 - 2. The cost of non-routine cleaning or repair of the Dwelling or its appliances and other equipment, where such non-routine cleaning or repair is not due to normal wear and tear;

3. The cost of replacing all keys to the Dwelling not returned and/or the cost of replacing or removing locks of the Dwelling due to Residents failure to return all keys to the Dwelling;
 4. The reasonable charge for storage, removal and/or disposal of property abandoned by Resident as provided by the terms of this Agreement; or
 5. Thirty (30) days rent if proper notice of termination is not given by Resident as provided by the terms of this Agreement.
- B. The security deposit, if any, shall be returned by U.S. Mail to the forwarding address provided by Resident at the time the Dwelling is vacated (or the last known address of Resident if no forwarding address is provided by Resident) within Thirty (30) days after Resident has vacated the Dwelling and such dwelling has been inspected by HACB. Resident agrees to HACB making the refund of the security deposit, if any, to the Resident first named at the beginning of this Agreement (or either named Resident if more than one), and HACB shall not be responsible for any division of security deposit funds between the persons listed as members of the household.
- C. If a sole Resident (no household members or remaining household members residing in the Dwelling) dies, the security deposit, if any, shall be returned to a personal representative, next of kin, or Resident's beneficiary (as provided for on the "Disposition of Personal Property" form) who executes the proper receipt for the return of the security deposit, or has received a court order giving access, control or possession of Resident's security deposit. Any security deposit or any part thereof which cannot be returned as provided herein shall be considered abandoned pursuant to Chapter 717.113, Florida Statutes, as may be amended. The Security Deposit will be held locally in a separate non-interest-bearing account at Cadence Bank in Bradenton, Florida.

Resident acknowledges receiving the follow disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS

RENDERED WILL BE AWARDED COSTS AND ATTORNEYS' FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS. *F.S. 83.49(2)(d)*.

8. UTILITIES AND EXCESS UTILITY CHARGES:

- A. Utilities consumed in excess of the authorized amounts provided in the Schedule of Utilities posted in the HACB office and available upon request, will be charged to the Resident's account as an additional required payment. Charges for excess utility use shall be due fourteen (14) days after written notice to Resident. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement.
- B. Resident shall be responsible for securing utilities not supplied by HACB within three (3) days of taking possession of the Dwelling and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain **uninterrupted** service. Failure of Resident to furnish **uninterrupted** service because of non-payment of utilities or other reasons under Resident's control shall be considered a default of this Agreement and grounds for termination of this Agreement. Resident shall be Responsible to pay HACB or the utility providers for any and all damages resulting from Resident's failure to maintain continuity of services or for tampering with electrical meters, water meters, gas meters, or washing machine lines. Charges for damages shall be due fourteen (14) days after written notice to Resident. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement.
- C. HACB is not liable to Resident for failure to supply any utility services for any cause whatsoever beyond its control.
- D. The removal of HACB's appliances and/or equipment from the Dwelling is a crime, and HACB shall pursue prosecution of those persons responsible by appropriate authorities. If the Dwelling is vacated by Resident without giving proper notice to HACB as required by the terms of this Agreement, and the appliances and/or equipment is stolen or vandalized, Resident shall be financially liable to HACB for the loss.
- E. Resident-Paid Utilities: If Resident resides in a development where the HACB does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of Premises for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent.
 - 1. The HACB may change the Allowance at any time during the term of this Lease, and shall give Resident sixty (60) days written notice

of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

2. Resident Responsibilities: Resident agrees not to waste the utilities provided by the HACB and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
 3. Resident also agrees to abide by any local ordinance or the rules and regulations restricting or prohibiting the use of space heaters in the Dwelling.
- F. Resident shall be charged for damages resulting from his/her failure to maintain sufficient heat and air conditioning in the Premises or to notify HACB of a failure of the heating and air conditioning equipment, unless the same is the result of a cause beyond his/her control. For the purposes, hereof, sufficient heating and air conditioning shall mean that the heating and air conditioning equipment appropriate for the season shall be on with the thermostat set at no lower than seventy (70) degrees Fahrenheit for air conditioning and no higher than eighty (80) degrees Fahrenheit for heating.

9. MAINTENANCE, REPAIRS AND SERVICES:

Resident shall pay charges for maintenance, repairs and services beyond normal wear and tear as reflected in the current Resident Maintenance Charges” in effect at that time, posted in the property office and if there is no property office, the central office of HACB. Resident shall be responsible for all maintenance, repairs or services necessary as a result of damages to the Dwelling, buildings, facilities or other areas of HACB’s property caused by Resident, members of Residents household or guests. Such charges are due and collectible on the first of the month following the date of the maintenance repair or service charge or the first day of the second month if the charge is issued after the 15th day of the month. Notice to Resident of charges for maintenance, repair or service is a notice of proposed adverse action. Resident has the right to request a grievance hearing concerning the charge in accordance with HACB’s grievance procedure. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement. A one-hour maintenance labor charge (as my be amended) will be assessed each time the smoke detector is disabled, removed, missing a battery or missing from the dwelling unit and has not been reported to the call center.

10. COMMUNITY SERVICE REQUIREMENT:

- A. All adult members of Resident’s household, who are not specifically exempted as provided herein, must either contribute eight (8) hours per month of community service within the community in which Resident’s Dwelling is located, or must participate in an economic self-sufficiency program for eight (8) hours per month. Community service may be contributed to HACB owned properties and/or projects or at other locations

not owned by HACB and/or programs or non-profits not run by HACB, as determined by HACB.

- B. Members of Resident's household who are employed at least 30 hours a week, sixty-two (62) years of age or older, blind or disabled, primary care givers for a blind or disabled member of Resident's household, or a full-time student are exempted from work requirements pursuant to State law (as may be amended) and in compliance with the law, or a participant in good standing in a qualified economic self-sufficiency program are specifically exempted from the community service requirement.
- C. Resident acknowledges and understands that HACB has the right to not renew this Agreement and/or any renewals thereof if Resident and/or any member of Resident's household not specifically exempted as provided herein fails to comply with the community service requirement. HACB shall conduct a determination at least thirty (30) days prior to the end of this Agreement or any renewal thereof, to determine whether the adult members of Resident's household have fully complied with the total number of community hours required. HACB may enter into an agreement prior to the end of this Agreement or any subsequent renewals thereof, with the Resident to become current or have an adult member of Resident's household not specifically exempted to become current in meeting the community service requirement in lieu of not renewing this Agreement and/or any renewals thereof.

11. RESIDENT AND GUEST OBLIGATIONS:

Resident must live in the dwelling unit and the dwelling unit must be Resident's only place of residence. Resident shall use the dwelling unit only as a private dwelling and the individuals listed in this Agreement. Resident agrees to permit other individuals to reside in the dwelling unit only after obtaining the prior written approval of Landlord. Resident acknowledges that any violation of the provisions of this Section shall be considered a serious and material violation of the terms and conditions of this Agreement and may result in termination of tenancy, and agrees to be obligated as follows:

- A. To pay the applicable rent, and any other charges due as required.
- B. To use the dwelling unit solely as a private residence and the only place of residence of Resident and members of Resident's household as listed above, and not to use or permit the use of the dwelling unit for any other purpose. The dwelling unit **MAY NOT** be used as a place of business, as a place to receive mail for non-approved household members; as a place to register vehicles for non-approved household members; or as a place to release Parolees for non-approved household members.
- C. Not to assign, sublet, or transfer possession of the dwelling unit, or any part thereof, nor to give accommodations to boarders, lodgers, or other persons not listed as household members above.
- D. To abide by such necessary and reasonable rules, regulations, policies and/or procedures as may be set forth by Landlord for the benefit, protection and well being of residents, employees, representatives, contractors, agents, and property, and law enforcement officials in effect at the time this Agreement is entered into and

hereafter promulgated, which shall be posted in the Property Office, and incorporated by attachment or by reference in this Agreement.

E. To comply with all obligations imposed upon Resident by applicable provisions of the local, State, and Federal codes materially affecting health and safety, in effect at the signing of this Agreement and as promulgated, changed or modified during the term of this Agreement, and any subsequent renewals.

F. To maintain the dwelling unit, area around the dwelling unit under Resident's control, appliances and equipment in a clean and sanitary condition and to cooperate with Landlord in maintaining areas assigned to Resident in a neat and orderly manner, to pick up and remove trash, to mow the lawn assigned to Resident, and to dispose of garbage, rubbish and other waste into designated containers on the premises and in a sanitary and safe manner.

G. To conduct himself/herself and to cause members of Resident's household, guests or other person under Resident's control to conduct themselves in such a manner as: (i) not to disturb other residents' peaceful enjoyment of their accommodations, community facilities and other areas of Landlord's property; (ii) to refrain from and not permit illegal or other activity which would interfere with the health, safety or peaceful enjoyment of Landlord 's property by other residents of Landlord, Landlord 's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, law enforcement officials and/or the public; (iii) to refrain from the illegal use, illegal possession and/or illegal storage of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, anywhere on Landlord 's property; (iv) to refrain from the storage of illegal drugs in the dwelling unit or anywhere on Landlord's property; and (v) to act in such a way as to be conducive to maintaining Resident's complex, community facilities and other areas of Landlord's property, in a decent, safe, and sanitary condition.

H. To assure that Resident, members of Resident's household, guests or other person under Resident's control, shall not: (i) engage in any criminal or illegal activity on or off Landlord's property; (ii) any criminal activity that threatens the health, safety or peaceful enjoyment of Landlord's property by other residents of Landlord, Landlord's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, law enforcement officials and/or the public; or (iii) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of Landlord's property by other residents of Landlord, Landlord's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, law enforcement officials and/or the public; or (iv) drug-related criminal activity or violent criminal activity or any felony conviction on or off Landlord's property.

I. To act and cause Resident, members of Resident's household, guests or other person under Resident's control, to act in a reasonably cooperative manner with other residents, Landlord's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, and/or law enforcement officials, and to refrain from and cause members of Resident's household and guests, to refrain from acting or speaking in an abusive or threatening manner toward other residents of Landlord, Landlord's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, law enforcement officials and/or the public including the use of profanity, abusive or threatening language towards Landlord's employees.

J. To assure that Resident, members of Resident's household, guests or other person under Resident's control, shall refrain from inviting or allowing onto

Landlord's property or inside the dwelling unit and/or the assigned porch or yard areas of the dwelling unit anyone who Resident knew or should have known (i) has been banned and/or excluded from the dwelling unit and/ or any other parts of Landlord's property; (ii) has been issued a trespass notice by Landlord or its authorized representative (iii) has engaged in criminal activity or other activity that adversely effect the health safety or peaceful enjoyment of the community; or (iv) is currently engaging in criminal activity, which includes fleeing from law enforcement to avoid custody or arrest for engaging in such criminal activity in connection with a criminal investigation , and/or execution of a warrant.

K. To assure that Resident, members of Resident's household, guests or other person under Resident's control, shall refrain from fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual has fled, for a crime or attempted crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the state of New Jersey, is a high misdemeanor under the laws of that state.

L. To assure that Resident, members of Resident's household, guests or other person under Resident's control, shall refrain from violating a condition of probation or parole imposed under Federal or State law.

M. Resident shall notify Landlord in a timely manner whenever Resident, members of Resident's household, guests or other person under Resident's control (i) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of Landlord's property by other residents of Landlord, Landlord's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, law enforcement officials and/or the public; or (ii) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of Landlord's property by other residents of Landlord, Landlord's employees, persons residing in the immediate vicinity of the premises, representatives, contractors, agents, law enforcement officials and/or the public; or (iii) drug-related criminal activity or violent criminal activity or any felony conviction on or off Landlord's property; or (iv) engage in a violation of a condition of probation or parole imposed under Federal or State law.

N. To take reasonable precautions to prevent fires and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of Resident, members of Resident's household, guests or other person under Resident's control. Such fire and smoke damage charges shall be in the amount of the repair or replacement, actual costs, and other fees incurred, or the deductible amount on Landlord's fire insurance.

O. To use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and appurtenances, including but not limited to elevators.

P. To notify Landlord in advance and to make arrangements for the care of the dwelling unit, if Resident and members of Resident's household plan to be away from the dwelling unit for more than fourteen (14) days, except where documentable conditions, as determined in Landlord's sole discretion, existed which prevented Resident from giving advance notice.

Q. To notify Landlord immediately of the need for repairs to Resident's dwelling and any unsafe, hazardous or unhealthy conditions in or around Resident's dwelling, Resident's complex, community facilities and other areas of Landlord's property which might lead to injury or damage.

R. Not to keep or maintain any vehicle on Landlord's property that is not in operating condition or is without a valid registration, license plate, and/or Landlord

parking permit (if applicable). Resident agrees to be subject to and abide by all local or State laws, as well as policies and/or procedures promulgated by Landlord regarding vehicle registration, vehicle condition, and vehicle parking. Major repairs to vehicles shall be determined in the sole discretion of Landlord. The parking regulations shall be set forth in the ACOP and shall include, without limitation the following: Resident, Household Residents, visitors and guests must use the designated parking areas. Residents and Resident guests must abide by the HACB Parking Policy. Resident acknowledges that any violation of any of the parking policy may result in a warning, fine or the immediate towing of the offending vehicle without further notice to Resident. Resident agrees to pay all towing charges resulting from Resident's, Household Residents', and Resident guests' violation of the parking policy. Resident shall not engage in the repair or maintenance of any vehicles, including, but not limited to, automobiles, motorcycles, lawn mowers, and boats, within the parking lots, common areas, or other property owned by HACB. Repair and maintenance prohibited hereby includes, without limitation, oil changes, tire rotation, and brake jobs.

S. To voluntarily vacate the dwelling unit upon seven (7) days prior written notice for pest control when necessary.

T. To furnish complete, current, accurate and verifiable written information in a timely manner (as defined herein).

U. To transfer to an appropriate size dwelling upon appropriate notice by HACB.

V. To refrain from and cause members of Resident's household, and guests or other persons under Resident's control to refrain from destroying, defacing, damaging, or removing any part of the Dwellings, adding any security device, door-bell or Ring device to buildings, facilities, or other areas of HACB's property, and to pay reasonable charges for repair of damages so caused.

W. To refrain from or placing any signs, advertisements or notices in or upon any part of the Dwelling, Building, HACB grounds or common area, except on the written approval of HACB. Any signs, advertisements or notices placed on any part of the Dwelling, Building, HACB grounds or common area without prior written approval from HACB may be removed by HACB at the Resident's expense.

X. To abide by all attached lease addendums and lease clarification notices that may be provided to resident by Landlord.

12. RESPONSIBILITIES OF HACB:

A. To maintain the Premises 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 buildings, facilities and common areas, not otherwise assigned to the Resident 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 the HACB;

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual family) for the deposit of ashes,

garbage, rubbish and other waster removed from the Dwelling by the Resident in accordance with Resident Obligations;

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

H. To give Resident written notice of any default or violation of this Agreement stating the specific act(s) which caused the default or violation.

I. To provide Resident with pre-hearing or pre-trial access, in the presence of HACB staff, to directly relevant documents in the HACB in HACB's possession, regarding any termination or eviction initiated by HACB, upon request of Resident.

J. To make reasonable provisions for extermination of rodents, roaches, ants, wood destroying organisms, and bedbugs, in accordance with applicable Florida Law. If vacating the premises is required for extermination, HACB will not be liable for damages, but HACB shall abate rent.

K. (i) To notify the resident of the specific grounds for any proposed adverse action by the HABC; (ii) When the HACB is required to afford the resident the opportunity for a hearing under the HACB grievance procedure for a grievance concerning a proposed adverse action: (a) The notice of proposed adverse action shall inform the resident of the right to request such hearing. In the case of termination of this Agreement, a notice of lease termination in accordance with Section 24 of this Agreement, shall constitute adequate notice of proposed adverse action; (b) In the case of a proposed adverse action other than a proposed termination of this Agreement, the HABC shall not take the proposed action until the time for the resident to request a grievance hearing has expired, and (if a hearing was timely requested by the resident) the grievance process has been completed.

L. That HACB shall not be responsible to Resident for conditions created or caused by negligent or wrongful acts or omissions by Resident, members of Resident's household, or guests. Additionally, HACB shall not be responsible for loss or damage to personal items of Resident, members of Resident's household, or guests, caused by criminal and/or other activity, and occurrences beyond the control of HACB for which Resident may obtain adequate Renter's Insurance for protection of these items.

13. CONDITION OF PREMISES:

Resident accepts premises and agrees that the fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy, by affixing his/her signature on the move-in inspection form.

14. ASSIGNMENT OR SUBLETTING:

Resident shall not allow anyone to share the Premises, keep roomers or boarders, nor assign or permit the Premises to be used for any other purposes, sublet or transfer the Premises or any part thereof, without getting prior written consent from the HACB. Resident shall use the Premises as a private dwelling

only for Resident and Household Residents, as identified in this Lease, or with the prior consent of HACB, care of foster children, and live-in care of a member of the Resident's family.

15. RELOCATION AND TRANSFER

- A. HACB, if deemed appropriate, may relocate or transfer Resident and members of Resident's household into another dwelling, whether in Resident's complex or elsewhere on HACB property, if it is determined necessary for modernization or emergency conditions concerning Resident's household, to provide proper facilities for Resident or members of Resident's household care and well being, to provide for handicapped or disabled persons, or to provide for residents who observe criminal activity or other activity threatening the health, safety or peaceful enjoyment of HACB's property by other residents of HACB, HACB employees, representatives, contractors, agents, and/or law enforcement officials, and consent to provide witness testimony for safety reasons, giving a reasonable amount of notice to Resident as the situation and applicable law permits. If Resident makes a written request for special dwelling features in support of an appropriately documented disability or handicap, HACB shall have the option to modify Resident's complex or elsewhere on HACB's property. If Resident is without disabilities or handicaps and is residing in a dwelling with special features, Resident must relocate or transfer to a dwelling without such features in a reasonable time frame set by HACB, whether in Resident's complex or elsewhere on HACB's property, should another resident of HACB need the dwelling. In situations involving emergency and/or witness safety relocations or transfers, HACB, at its sole option may consider allowing Resident to be relocated or transferred back to Resident's original dwelling or complex at the first reasonable opportunity, upon written request of Resident. If Resident and members of Resident's household refuse to be relocated or transferred due to any of the foregoing situations, such refusal shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.
- B. If HACB relocates or transfers Resident and members of Resident's household to another dwelling, all financial obligations existing pursuant to this Agreement, including but not limited to repayment agreements shall continue and be made part of and incorporated into a new written Dwelling Lease Agreement between Resident and HACB for the new dwelling.
- C. If HACB relocates or transfers Resident and members of Resident's household to another dwelling, then this Agreement shall automatically terminate and a new written Dwelling Lease Agreement shall be executed by Resident and HACB for the new dwelling. By relocating or transferring Resident's household to a new dwelling, however, HACB does not waive its right to terminate the new Dwelling Lease Agreement for the new dwelling or to evict Resident and members of Resident's household from

the new dwelling based on conduct that occurred prior to or during the relocation or transfer.

- D. If HACB relocates or transfers Resident and members of Resident's household to another dwelling after HACB has instituted an eviction action against Resident, then HACB shall have the right to re-file the eviction action or amend the pleadings to request possession of the new dwelling, without waiver of the original breach or violation of this Agreement.

16. DAMAGE, MAJOR SYSTEM FAILURES AND REPAIR:

In the event that the Dwelling is damaged, or in the event of major system failure (s) occur to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, then the following rules shall apply:

- A. Resident shall immediately notify HACB of the damage/system failure.
- B. HACB shall be responsible for repair of damage/system failure within a reasonable time; however, provided that if the damage/system failure was caused by the Resident, Household Residents or guests, the reasonable cost of the repairs shall be charged to Resident. Charges assessed to Resident under this Section shall not become due and collectible before the first (1st) day of the second (2nd) month following the month in which the charge was incurred, but not sooner than fourteen (14) days after delivery of the Notice in which the charge is made.
- C. Unless the damage/system failure was caused by Resident, Household Residents, or their guests, HACB shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

17. VACATING PREMISES:

Resident shall notify HACB a minimum of thirty (30) calendar days in written notice in advance of his/her intention to vacate the Premises. Notice must be received by Landlord on the 1st calendar day of the month to be considered valid. Resident shall yield immediate possession of the Premises in as good a condition as when first accepted by Resident (reasonable wear and tear excepted), and shall return to the HACB office all keys upon termination of this Lease. HACB shall provide Resident an itemized statement of account of the vacated unit within a period not to exceed thirty (30) calendar days, providing Resident provides HACB with a forwarding address. HACB reserves the right to pursue collection of any monies owed by Resident to HACB upon move-out, through court action or by action mutually agreeable to both parties. If Resident does not give the HACB a thirty (30) calendar day written notice, Resident will forfeit their security deposit.

18. INSPECTIONS AND OTHER ENTRY OF PREMISES DURING TENANCY:

- A. HACB shall, upon reasonable advance notification to the Resident, be permitted to enter the Premises during reasonable hours for the purpose

of performing routine inspections and maintenance, for making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of the HACB entry delivered to the Premises at least forty-eight (48) hours before such entry shall be considered reasonable advance notification – unless the resident has requested repairs by the Landlord. Resident shall notify HACB of any needed repairs in accordance with established maintenance procedures of HACB. Such notice(s) shall be deemed an authorization by Resident for HACB to enter the Premises, with a passkey, to make necessary repairs. If HACB has reason to believe that an emergency exists, HACB can enter the Premises at any time without advance notification or Resident's consent, providing a written statement specifying the date, time, and purpose of entry is left on the Premises in a visible place prior to HACB leaving the Premises, if Resident and all adult members of the household are absent. Refusal to allow HACB staff or HACB representative to access the Dwelling in accordance with this Agreement and/or Florida Law is considered a serious and material violation of this Agreement.

- B. In addition to all other inspections required or permitted by this Agreement, HACB in the presence of Resident, or his/her representative, shall be obligated to inspect the Premises prior to initial occupancy by Resident. HACB will furnish Resident with a written statement of the condition of the Premises and the equipment provided with the Premises. The statement shall be signed by both parties and a copy of the statement shall be retained by HACB as part of Resident's permanent file. The Premises and the equipment provided by HACB may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the Premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. Resident shall be given a two (2) day advance notice in writing, specifying purpose, date and approximate time of the inspection. When Resident vacates, HACB will inspect the Premises and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection.

19. APPLICATION FOR CONTINUED OCCUPANCY:

- A. Once each year, as requested by HACB, the eligibility status and family income of each Resident residing in the household shall be re-examined. If the head of household, spouse, or sole applicant is sixty-two (62) years of age or older, or handicapped or disabled, the re-examination shall take place annually as with family households, according to the following procedures:
1. *Application:* Upon written notification from HACB, HACB shall require a written application for continued occupancy to be signed by one or both heads of household attesting to the accuracy of the information provided by the Resident to HACB. Resident must promptly and accurately report to the HACB office, in person, any

changes in the source of total family income or family status during the interim period of each annual re-examination. Resident agrees to furnish in adequate detail all information and data necessary to enable HACB to determine:

- a. Rent to be charged;
 - b. Size of the unit required;
 - c. Retroactive rental charges if applicable;
 - d. A transfer to an appropriate size or type of unit upon appropriate notice by HACB that a unit is available; and/or
 - e. The Resident's exclusive use of the Premises which shall include reasonable accommodation of Resident's guests and visitors with consent of HACB which will include foster children or live-in care for a member of the Resident's household.
2. *Verification:* HACB shall verify all information on the application by methods necessary to assure HACB that the information is complete and true at the time of re-examination. Resident agrees to comply with HACB's requests for verification by presenting such information and certification regarding family compensation and by signing releases for third-party sources, presenting documents for review, and providing other suitable forms of verification suitable for HACB to make the determinations set forth above.
 3. *Certification:* As part of application for continued occupancy, HACB shall duly certify to the Department of Housing and Urban Development that an investigation has been made of Resident(s) and that on the basis of this investigation it has been determined by HACB that Resident(s) is eligible or ineligible for continued occupancy.
 4. *Compliance:* Each adult member of the household, who has been determined eligible to perform eight (8) hours per month community service or participate in a self-sufficiency program, shall provide documentation to that effect.
 5. *Non-compliance:* If Resident(s) fails to provide the information on the date and time prescribed in the aforementioned written notice from HACB, to enable HACB to determine eligibility and rental payments, HACB shall serve a notice to vacate the Premises because Resident has failed to provide information or reschedule a re-examination date. HACB reserves the right to initiate eviction proceedings against Resident.
 6. *Community Service Requirement:* If a Resident has not complied with the community service requirement prior to the end of the lease term, HACB shall notify the Resident that this Agreement

will not be renewed unless they enter into an agreement to cure the deficiency.

B. Determination will be made of monthly rental to be charged, eligibility, and appropriateness of the Dwelling, in accordance with the ACOP posted in the HACB office.

1. Rent as fixed in Section 1 hereof adjusted pursuant to the above will remain in effect until:

- a. Source of income changes;
- b. Family status changes due to divorce, death, marriage, birth of additional children, assumption of legal custody of any minor children, or any person(s) who, with the consent of HACB, is added to this Agreement as a member of the household;
- c. Resident changes from public assistance to employment or from employment to public assistance, either of which must be reported within ten (10) days of the application; and/or
- d. If it is found that Resident has misrepresented to HACB the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, HACB can either terminate this Agreement immediately and bring criminal charges against Resident or the increased rental payment shall be made retroactive to the date of income and/or family status change.

2. In the event of any rent adjustment pursuant to the above, HACB will mail or deliver a notice of Rent Adjustment to the Resident in accordance with Section 22 hereof:

- a. Rent adjustments, which are a result of an annual re-examination, will become effective on a pre-determined date;
- b. Rent adjustments as a result of an interim review or change in circumstances, will become effective as set forth below unless otherwise set forth in the;
 - (i) Rent decreases will become effective the first (1st) calendar day of the month after the re-examination was completed or change in circumstances was reported; and
 - (ii) Rent increases will become effective the first (1st) calendar day of the second (2nd) month after the re-examination was completed or change in circumstances are reported. If Resident does not agree with the Rent adjustments, resident shall have

the right to request a hearing under the HACB's Grievance Procedure.

3. Resident agrees that, if HACB determines the size of the Premises is no longer appropriate for the Resident's needs, HACB may amend this Agreement by notifying Resident that he may be required to move to another unit, giving Resident reasonable time to move. Moving time shall be mutually agreed upon by the Resident and the HACB. If Resident does not agree with the determination, Resident shall have the right to request a hearing under the HACB's Grievance Procedure.

20. ABANDONMENT OF PREMISES AND PROPERTY:

Landlord may take possession of the Dwelling after Resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the Dwelling if Resident is absent from the Dwelling for a period of time equal to one-half the time for periodic rental payments, the rent is not current, and Resident has not notified Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement. By signing this Agreement, Resident agrees to the following:

THE RESIDENT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING RESIDENT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE RESIDENT'S PERSONAL PROPERTY.

The reasonable cost of any storage, removal and/or disposal shall be charged to Resident or assessed against Resident's security deposit, unless in Landlord's sole discretion, it is determined that documentable conditions existed which prevented Resident from occupying the dwelling unit.

21. ABSENCE OF RESIDENT AND RIGHTS OF REMAINING HOUSEHOLD MEMBERS:

If during the term of this Agreement, and any subsequent renewals, regardless of cause, Resident ceases to reside at the Dwelling for any reason including death, disability, incapacity or imprisonment, HACB shall terminate this Agreement. If there are no remaining responsible adult household members listed in Section 1 of this Agreement the remaining household members only continue to occupy the Dwelling if a qualified and responsible adult, as determined by HACB, enters into a new Dwelling Lease Agreement with HACB in a timely manner and only if the remaining household members are all eligible to continue occupancy in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of HACB; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough or in a safe condition for the remaining family to move to. If there are no remaining household members listed in Section 1 that are qualified and eligible

to continue occupancy of the Dwelling as determined by HACB, eviction actions shall begin by HACB to seek possession of the Dwelling. It shall be the responsibility of the remaining household members listed in Section 1 to report to HACB in a timely manner that Resident no longer resides in the Dwelling.

22. NOTICE PROCEDURE:

A. Except as may be provided to the contrary herein, notice to Resident will be in writing and either delivered to Resident or an adult member of Resident's household, or sent by prepaid first class mail or registered mail, or by leaving or placing a copy at the Dwelling, or certified mail properly addressed to Resident. Pursuant to Chapter 83, Part II, Florida Statutes, as may be amended, Resident will be permitted to specify in writing any other address, if different from the address of Resident's Dwelling, to which notice should be sent. If not otherwise specified, notice sent to Resident's present Dwelling will be sufficient.

B. Except as may be provided to the contrary herein, notice to Landlord shall be in writing and either delivered or mailed prepaid first class to HACB's Administrative Office.

C. Return receipt for delivery of registered or certified mail will be sufficient evidence that notice was given, whether signed or unsigned.

D. Resident agrees that in the absence of a forwarding address being submitted to Landlord in writing, Resident's address indicated above will serve as Resident's last known address for purposes of the laws of the State of Florida and/or Federal law.

E. Notices mailed prepaid first class will be deemed delivered on the second business day after posting the mail with the U.S. Postal Service, unless otherwise provided by any applicable laws of the State of Florida and/or Federal law.

F. Notices delivered in accordance with this paragraph shall constitute notice to all residents and occupants in the Dwelling.

23. POSTED NOTICES:

All policies, procedures, rules, regulations and/ or schedules for special charges for services, rents, repairs, or utilities which are required to be posted, shall be publicly posted in a conspicuous manner, in the administrative office of HACB and shall be furnished to applicants and residents upon request. Such policies, procedures, rules, regulations and/or schedules may be modified by HACB by giving thirty (30) days written notice to each affected family setting forth the proposed modification, the reasons thereof and providing Resident the opportunity to present written comments to HACB prior to the effective date of the proposed modifications. Such notices shall be posted pursuant to applicable laws and/or Federal regulations in effect at that time.

24. TERMINATION OF THIS AGREEMENT:

- A. This Agreement may be terminated by Resident at any time by giving thirty (30) days written notice to HACB. If Resident fails to give HACB thirty (30) days written notice, HACB shall charge Resident for or assess against Resident's security deposit thirty (30) days of rent from the date HACB discovers the Dwelling has been vacated, unless in HACB's sole discretion, it is determined that conditions existed which prevented Resident from providing this notice.
- B. HACB shall give written notice of lease termination to Resident as follows:
 - (i) Fourteen (14) days if said termination is caused by Resident's failure to pay rent;
 - (ii) Seven (7) days when the health or safety of other residents of HACB, HACB's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public is threatened, or when drug-related criminal activity (as defined herein) or violent criminal activity or violation of probation or any felony conviction is involved; and
 - (iii) Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.
- C. Notice of termination by either party may be given on any day of the month.
- D. The notice of lease termination to Resident shall state the specific grounds for the termination or eviction action, the right of Resident to make a reply, and that in the presence of a HACB employee, HACB shall provide a reasonable opportunity for Resident, upon Resident's request and before a grievance hearing or court trial concerning a termination of tenancy or eviction action, to examine HACB documents in HACB's possession directly relevant to the termination of tenancy or eviction action. Resident shall be allowed to photocopy any such documents at Resident's expense.
- E. When HACB is required to afford Resident the opportunity for a grievance hearing, the notice shall additionally inform Resident of Resident's right to request a hearing in accordance with HACB's grievance procedure. The tenancy shall not terminate until the time for Resident to request a grievance hearing has expired, and if a hearing was timely requested by Resident, the grievance process has been completed.
- F. HACB considers any criminal activity which threatens the health, safety or peaceful enjoyment of HACB's property by other residents, HACB's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; any type of activity which threatens the health, safety or peaceful enjoyment of HACB's property by other residents, HACB's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or drug-related criminal activity or violent criminal activity or violation of probation or any felony conviction on or off

HACB's property, by Resident, members of Resident's household or guests, as a serious violation of the material terms of this Agreement. HACB has adopted a **“One Strike” or “Zero Tolerance”** policy with respect to these types of serious violations of this Agreement as required by Federal law and/or regulation. Eviction proceedings which result from these types of serious violations of this Agreement are civil in nature, not criminal, and arrest and/or conviction, for persons accused of these types of serious violations of this Agreement are not necessary as conditions to seek eviction. Any applicable State laws to the contrary, whether current or promulgated in the future, are preempted by applicable Federal law and/or regulation. Resident agrees that any drug-related criminal activity or violent criminal activity or any criminal activity on or off HACB's property, by Resident, members of Resident's household or guests, interferes with the health, safety and peaceful enjoyment of HACB's property, is not conducive to maintaining HACB in a decent, safe, sanitary and crime-free environment and creates a threat to the health and safety of other residents, HACB 's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public.

- G. In deciding to evict for the above referenced proscribed activity, HACB shall have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on other residents of HACB. In appropriate cases, HACB may (in it's sole discretion) permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will not reside in nor visit the Dwelling. HACB may require a household member who has engaged in the illegal use of drugs to present credible evidence, as determined by HACB, of successful completion of a treatment program as a condition to being allowed to reside in the Dwelling.
- H. A notice of lease termination to Resident shall run concurrent with and serve as a Notice to Vacate or Quit as required by Chapter 83, Part II, Florida Statutes, as may be amended. The notice shall be in writing, and specify that if Resident fails to vacate or quit the Dwelling within the period specified, appropriate action shall be brought against Resident, and Resident may be required to pay the costs of court and attorney fees.
- I. If during the term of this Agreement or any renewals thereof HACB obtains information or records that indicate that Resident or a member of Resident's household is subject to a lifetime registration requirement under a State sex offender registration program, HACB shall consider such requirement to be a serious violation of the material terms of this Agreement, and grounds for termination of this Agreement. Resident has the right to request a grievance hearing concerning the accuracy of the registration requirement in accordance with HACB's grievance procedure.

- J. Upon termination of this Agreement, Resident agrees that the Dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the Dwelling has been cleaned and the keys are returned by Resident to HACB.
- K. Resident agrees that if evicted, or if Resident vacates the Dwelling, HACB shall be entitled to rent the Dwelling for the remaining term, or subsequent renewal of this Agreement. Resident also agrees that upon eviction or abandonment, HACB at its option, may re-rent the Dwelling for Resident's account, and to hold Resident liable for any rent deficiency caused by Resident's eviction or abandonment.
- L. HACB reserves the right to secure the Dwelling and/or remove Resident's personal property to a storage facility upon the death or incapacity of a sole Resident, until such time as a personal representative, next of kin, or Resident's beneficiary (as listed below), executes the proper receipts required by HACB for Resident's personal property, or has received a court order giving access, control or possession to Resident's personal property.

25. ACCOMMODATION OF PERSONS WITH DISABILITIES:

For all aspects of this Agreement and grievance procedures, HACB shall provide reasonable accommodations to the extent necessary to provide all residents with an opportunity to use and occupy the Premises.

If the Premises leased by a Resident is a handicapped designated unit and none of the Household Residents occupying the Premises are handicapped individuals, the Resident agrees to transfer to a non-handicapped unit if and when the Premises is needed for a handicapped family.

26. CHANGES TO LEASE:

This Agreement, along with any future adjustments of rent, reassignment of Premises(s) is evidence that HACB and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents and to the Premises. This Agreement may be modified at any time by written rider to this Lease, which written rider shall be executed by Resident and the HACB, unless the amendment is one that HACB is entitled to make without written rider, as provided by any HUD rules or regulations applicable to this Agreement.

27. GRIEVANCE PROCEDURE:

All grievances or appeals arising under this Agreement shall be processed and resolved pursuant to the Grievance Procedure of HACB which is in effect at the time such grievance or appeal arises, which procedure is posted in the HACB office and incorporated herein by reference.

28. COURT COST, ATTORNEY FEE AND RELATED COSTS:

A. Resident shall be charged a fee to cover all costs and/or reasonable attorneys' fees the court may award whenever Landlord incurs such costs and/or reasonable attorneys' fees in connection with legal proceedings in which Resident does not prevail in a court action to enforce the terms and provisions of this Agreement. Additionally, pursuant to the disposition of an action by Landlord to terminate this Agreement, Resident and an authorized agent of Landlord may mutually agree in writing to responsibility for court costs and attorneys' fees.

B. In the event of an action to terminate this Agreement, Resident gives Landlord permission to remove from the dwelling unit and then from the public way, and to store any personal property and/or to dispose of such personal property as prescribed by Chapter 83, Part II, Florida Statutes, as it may be amended. Resident agrees to be responsible for the actual costs of removing, storing and/or disposing of any personal property of Resident from the dwelling unit, and any other costs associated with an action to terminate this Agreement.

29. UNENFORCEABLE LEASE PROVISIONS:

The provisions of this Agreement are intended by the Parties to be joint and severable. Should any Section or paragraph, or any portion of any Section or paragraph in this Agreement be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the Parties that the remaining portions of this Agreement which are enforceable remain binding and enforceable upon the Parties.

30. MISCELLANEOUS LEASE PROVISIONS:

- A. This Agreement shall be construed under the laws of the State of Florida.
- B. This Agreement shall not be recorded in the public records.
- C. HACB and Resident (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control and in a party's performance hereunder due to act of God, adverse weather, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, failure of transportation, strikes, lockouts, litigation, condemnation, requisition, governmental restrictions including inability or delay in obtaining governmental consents, inspections or permits, laws or orders of governmental, civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing.
- D. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.
- E. The provisions of this Agreement shall be binding upon the Parties hereto and their respective personal representatives, heirs, successors and permitted assigns.
- F. The headings in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

G. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between HACB and Resident other than herein set forth.

H. HACB does not maintain insurance to cover Resident’s personal property or personal injury. HACB shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal property of Resident, Resident’s household members, agents, guests, or visitors located in or about the premises, for damage or injury to Resident, Resident’s household members or Resident’s guests, visitors. HACB has advised Resident to carry Resident’s own insurance (renter’s insurance) to protect Resident from any such loss, damage, or injury.

I, the undersigned, do hereby acknowledge that I have read this Lease, and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure, as posted in the HACB office, and I fully understand its contents. If, for any reason, eviction action or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I should contact an attorney. I further understand and acknowledge that if I cannot afford an attorney, I should contact the Legal Services, Bradenton, Florida or similar agency.

IN WITNESS WHEREOF, the parties have executed this Lease this _____ day of _____ at Bradenton, State of Florida.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF THE CITY OF BRADENTON WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER FEDERAL AND/OR FLORIDA LAW AND MAY BE PUNISHABLE WITH FINES UP TO \$10,000.00 AND/OR A PRISON TERM UP TO FIVE YEARS.

Resident Date

Resident Date

HOUSING AUTHORITY OF THE
CITY OF BRADENTON

Landlord: _____
HACB STAFF Date

STATEMENT OF RECEIPT OF INFORMATION

I have received a copy of ALL of the above attachments. The above attachments have been thoroughly explained to me.

Head of Household Signature

Date

HACB Staff

Date