

ROSENWALD COURTS MANAGEMENT DOCUMENTS

LEASE AGREEMENT
(LIHTC Units, ACC Units, and PBV Units)

1. PARTIES AND DWELLING UNIT:

The parties to this Lease Agreement ("Lease Agreement") are _____ (referred to as the "Landlord"), and _____, (referred to, individually or together, as the "Tenant"). The Landlord leases to the Tenant unit number _____, located at _____ in the housing community known as Rosenwald Courts (the "Unit").

All notices and other communications required under this Lease Agreement shall be made to the Landlord, c/o Mercy Housing Management Group (the "Management Agent"), at the Management Office at _____ or to such other address as Landlord may provide in writing.

The members of the household listed below are the only persons permitted to reside in the Unit. Natural born and adopted children and court-awarded custody children to members of the household will automatically be added to the Lease upon notification. This provision is not intended to exclude the care of foster children, live-in aide of the Tenant or any other person(s) in Tenant's household provided the accommodation of such person(s) conforms to the Landlord's occupancy standards and the Landlord has granted prior written approval for such person(s) to reside in the unit.

Names	Relationship	Sex	Date of Birth	Social Security Number

Tenant shall immediately notify the Landlord, in writing, whenever any member of the household authorized to reside in the Unit is no longer residing in the Unit. Failure to immediately notify the Landlord, in writing, will result in the Tenant being held liable for all actions of such person and any violation of this Lease Agreement by such person may be grounds for termination of tenancy and eviction from the Unit.

Additional provisions of this Lease Agreement which are particular to Chicago Housing Authority ("CHA") public housing units ("ACC Assisted Units") are set forth in Rider A attached hereto and made a part hereof ("Rider A"). With respect to the ACC Assisted Units only, provisions in Rider A shall supersede any provisions of the main text of this Lease Agreement that are inconsistent with Rider A.

Additional provisions of this Lease Agreement which are particular to Chicago Housing Authority ("CHA") project-based voucher units ("PBV Assisted Units") are set forth in Rider B attached hereto and made a part hereof ("Rider B").

B"). With respect to the PBV Assisted Units only, provisions in Rider B shall supersede any provisions of the main text of this Lease Agreement that are inconsistent with Rider B.

2. **TERM:**

The initial term of this Lease Agreement shall begin on _____ and end on midnight of the later of _____ or one full year after the commencement date. After the initial term ends, if Tenant complies with the requirements of Section 16, the Lease Agreement will be automatically renewed on an annual basis unless terminated as permitted by Paragraph 18 of this Lease Agreement and Rider A / Rider B, if applicable, provided that CHA may require tenants of ACC Assisted Units and PBV-Assisted Units to update tenant's information on record and/or execute renewal forms in connection with such renewal.

3. **RENT:**

- a. The Tenant agrees to pay \$ _____ for the partial month ending on _____. For the remainder of the initial term, Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the 1st day of the month to the Landlord, in care of the Management Agent, or at such other mailing address as the Landlord may provide. Payments made as rent will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed.
- b. Tenant's rent shall be lower than the market (unsubsidized) rent which would otherwise be due on the Unit. This lower rent is available because the property is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit Program ("LIHTC Program") in accordance with Section 42 of the Internal Revenue Code of 1986, as amended ("the Code"), and the Federal Tax Exempt Bond Financing Program (the "Bond Program") in accordance with Section 142 of the Code, and as enforced by the Illinois state or local agency responsible for monitoring such program (the "State Agency"). Notwithstanding any provisions of this Lease Agreement, Tenant agrees (in consideration of such lower rent) that the property shall be operated at all times in strict compliance with Sections 42 and 142 of the Code, regulations thereunder, and any regulatory agreement, restrictive covenant, or other agreement with the State Agency (collectively, "Federal Tax Requirements")
- c. Tenant's rent may also be reduced as a result of assistance provided through a local public housing agency. If the Tenant's rent is reduced or regulated as a result of one or more public programs, provisions which are required by those programs or by the agencies administering those programs are referred to in this Lease as "Public Requirements" and are applicable even if not specifically set forth. Provisions particular to assistance through a public housing agency are set forth in Riders A and B. With respect to the ACC Assisted Units only, if there is any conflict between the terms of this Lease Agreement and Rider A, then the terms of Rider A shall govern. With respect to the PBV Assisted Units only, if there is any conflict between the terms of this Lease Agreement and Rider B, then the terms of Rider B shall govern.

4. **CHANGES IN THE TENANT'S RENT:**

Unless stated otherwise in Rider A or B, if applicable, the Tenant agrees that the amount of rent the Tenant pays may be changed:

- a. At any time, to adjust for changes in the utility allowance as required by the LIHTC Program; or
- b. After the initial term of this Lease Agreement, no more frequently than annually, as the Management Agent may determine, but in no event to exceed the maximum rent permitted for the Unit under the rules applicable to the LIHTC Program, while such LIHTC Program applies. Upon the expiration of the period of compliance with requirements of the LIHTC Program, as described in the Federal Tax Requirements, and if Tenant is not receiving a Federal Section 8 subsidy, Landlord will not increase the rent to Tenant above the maximum rent permitted by the Federal Tax Requirements during said period of compliance unless the Landlord shall first have complied with all applicable Federal Tax Requirements and shall have provided Tenant with a written notice at least six months before such rent increase, in a form acceptable to the State Agency.

In either case described in subsections a and b above, the Management Agent will give the Tenant at least 30 days advance written notice of any change in the rent.

5. CHARGES FOR LATE PAYMENTS, RETURNED CHECKS AND COURT AWARDS:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a late fee on the 6th day of the month according to the following scale:

If Tenant Rent is Between	Late Charge Due
\$1 - \$100	\$5
\$101 – \$500	\$10
\$501 - \$700	\$20
\$701 - \$900	\$30
\$901 - \$1000	\$35
Above \$1,000	\$40

In no event shall the Landlord collect more than is permitted by law. For those residents who derive all or part of their income from a government benefit, such as SSI payments, and whose benefit check arrives after the first of the month, rent will not be considered late until seven days after the date of the check. It is the responsibility of the resident to document the date of the check to have the late fees waived.

The Landlord may collect a fee of \$30 any time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant. The Landlord may be entitled to court costs and reasonable attorneys’ fees for actions taken to pursue remedies under this lease or the City of Chicago Residential Landlord and Tenant Ordinance (“Landlord and Tenant Ordinance”), but only to the extent allowed in sections 5-12-180 and 5-12-140(f) of the Landlord and Tenant Ordinance. See Rider A, if applicable, for provisions relating to ACC-Assisted Units.

6. CONDITION OF DWELLING UNIT AT MOVE-IN:

By signing this Lease Agreement, the Tenant acknowledges that Tenant has inspected the Unit and it is clean and in good condition. The Tenant agrees that all appliances and equipment in the Unit are in good working order, except as described on the pre-occupancy Unit Inspection Report, which is Attachment No. 3 to this Lease Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the Unit except as listed on the pre-occupancy Unit Inspection Report.

7. **CHARGES FOR UTILITIES AND SERVICES:**

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities checked in column (1). Payments should be made directly to the appropriate utility company. The Tenant shall ensure that utility services remain on in the Unit while Tenant retains occupancy. The items in column (2) are included in the Tenant’s rent. Tenant shall take reasonable measures toward energy conservation in his/her use of utilities.

(1) Put “X” by any Utility Tenant Pays Directly	Utility or Service	Type	(2) Put an “X” by any Utility included in Tenant Rent
	Heat	gas	
	Air Conditioning	electric	
	Lights & Electric	electric	
	Cooking	gas	
	Water		
	Sewer		
	Cable TV		
	Telephone Service		

8. **SECURITY DEPOSITS:**

The Tenant has deposited \$_____ with the Landlord, provided such amount shall not exceed the Tenant’s monthly rent for the Unit. The Landlord will hold this security deposit in accordance with State and local laws and ordinances for the period the Tenant occupies the Unit. After the Tenant has moved from the Unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures, subject to State and local laws and ordinances:

- a. The Tenant will be eligible for refund of the security deposit and such refund shall be made in accordance with the terms of Section 5-12-080(d) of the Landlord and Tenant Ordinance and other applicable law.
- b. After the Tenant has moved from the Unit, the Landlord will inspect the Unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- c. Within 45 days after the date that the Tenant vacates the Unit, the Landlord will refund to the Tenant the amount of the security deposit plus interest, less any amount needed to pay the cost of unpaid rent and damages, provided the Landlord delivers or mails to the last known address of the Tenant, within 30 days after the Tenant vacates the Unit, an itemized statement of the damages allegedly caused to the Unit and the estimated or actual cost for repairing or replacing each item on that statement. If an estimated cost is given to the Tenant, then the Landlord also shall furnish the Tenant with copies of paid receipts or a certification of actual costs of repairs of damage. Such deductions may include the following, in accordance with the Landlord and Tenant Ordinance:

- (1) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report prepared prior to initial occupancy; and
 - (2) reasonable charges for the replacement of unreturned and/or lost keys and to change any locks as a result of unreturned and/or lost keys, as described in Paragraph 9 hereof.
- d. The Landlord agrees to refund the amount computed in paragraph 8(c) within 45 days after the Tenant has permanently moved out of the Unit and returned possession of the Unit to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
 - e. The Landlord may pay the refund of the security deposit to either the Leaseholder or the Co-Leaseholder.
 - f. The Tenant understands that the Landlord will not apply the Security Deposit to any amounts due to Landlord from Tenant in advance of the Tenant's moving out of the Unit.
 - g. In the event the Chicago Housing Authority pays the Tenant's Security Deposit, as provided in Rider A, any rights set forth in this Section pertaining to such security deposit shall benefit the Chicago Housing Authority.

9. **KEYS AND LOCKS:**

- a. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit or the Premises. When this Lease Agreement ends, the Tenant agrees to return all keys to the dwelling Unit to the Landlord. The Landlord may charge the Tenant for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Tenant occupies the Unit, in accordance with a Schedule of Charges posted in the Management Office.
- b. Tenants and members of Tenants' household acknowledge that neither Landlord nor Management Agent has made any representations, written or oral, concerning the safety of the Tenants and other members of Tenants' household or their guests or invitees, the safety of the surrounding neighborhood, or the effectiveness or operability of any security devices or security measures other than security devices required to be provided by law. Nor has the Landlord or Management Agent undertaken to provide any type of security to the Tenants or members of Tenants' household, or to their guests or visitors, other than those security devices required by the terms of the Chicago Municipal Code.
- c. Tenants and other members of Tenants' household acknowledge that neither Landlord nor Management Agent warrants or guarantees the safety or security of Tenants, members of Tenants' household, or their guests or visitors, against the criminal or wrongful acts of third parties. Each Tenant, member of Tenants' household, guest or visitor is responsible for protecting his or her own person and property.
- d. Tenants or members of Tenants' household acknowledge that security devices or measures beyond those which may be legally required to be maintained by Landlord may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenants and members of Tenants' household acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these measures or devices did not exist.

10. **DEFECTS & HAZARDS TO LIFE, HEALTH OR SAFETY:**

- a. The Tenant shall immediately report damages, defects, and hazardous conditions in the Unit to the Landlord.
- b. The Landlord shall be responsible for repair of the Unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household guests, pets, or animals, the cost of the repairs shall be charged to the Tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- d. Wherever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, or any failure or refusal to fulfill the Tenant's Obligations set forth in Paragraph 14 of this Lease Agreement, the Tenant agrees to pay the cost of all repairs, at the rates contained in a Schedule of Charges which is posted in the Management Office and incorporated herein by reference, which Schedule of Charges may be changed from time to time.

11. **RESTRICTION AND ALTERATIONS:**

The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the Unit;
- b. paint or install wallpaper or contact paper in the Unit;
- c. attach awnings or window guards in the Unit;
- d. attach or place any fixtures, signs, or fences on the building, the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the Unit;
- f. iron clothing on the floor in the Unit
- g. install washers, dryers, dishwashers, fans, heaters, or air conditioners inside or outside the Unit or balcony; or
- h. place any aerials, antennas, or other electrical connections on the Unit.

12. **OCCUPANCY:**

The Tenant shall have the right to exclusive use and occupancy of the leased premises. "Guest" means any person not listed on this Lease Agreement as a member of Tenant's household who temporarily visits the Unit or premises with the consent of a household member. If any single Guest visit will extend beyond 5 days or any multiple Guest visit will extend beyond 48 hours, the Tenant must notify the Landlord in writing, stating the reasons for the extended visit, which must first be authorized in writing by the Landlord. The Landlord will not unreasonably deny approval of an extension of a visit.

13. **OBLIGATIONS OF LANDLORD:**

Landlord shall be obligated, other than for circumstances beyond its control (to the extent permitted by applicable law), as follows:

- a. To maintain the premises and the property in decent, safe and sanitary condition.
- b. To comply with requirements of applicable building codes, housing codes, regulations of the U.S. Department of Housing and Urban Development (“HUD”) regulations, and state local laws and ordinances materially affecting health and safety.
- c. To make necessary repairs to the premises.
- d. To keep property 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 and smoke detectors, supplied or required to be supplied by the Landlord.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit by Tenant of garbage, rubbish and other waste.
- 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.
- h. To provide extermination services as necessary.
- i. To maintain grounds, shrubbery, sidewalks, parking areas, and other common exterior areas in the community in a clean, orderly and safe condition.
- j. To maintain exterior lighting in good working order.
- k. To make necessary repairs to the premises with reasonable promptness.

14. **OBLIGATIONS OF THE TENANT:**

Tenant shall be obligated as follows, and shall ensure that Tenant’s household members, visitors and guests obey the following:

- a. Not to assign the Lease Agreement or to sublease or transfer possession of the Unit.
- b. Not to provide accommodations for boarders or lodgers.
- c. To use the Unit solely as a private dwelling for Tenant and Tenant’s household as identified in the Lease Agreement, and not to use or permit its use for any other purposes. With the written consent of the Landlord, obtained in advance, members of the household may engage in legal

business and other activities in the dwelling Unit, where the Landlord determines that such activities are incidental to primary use of the leased Unit as a residence by members of the household.

- d. To abide by the House Rules attached hereto as Attachment No. 3 ("House Rules") and other regulations, including the policy related to pets set forth in Attachment No. 4 ("Pet Policy"). The House Rules and Pet Policy are issued by the Landlord for the benefit and well-being of the development and the tenants. Said regulations shall be posted by Landlord in the Management Office and are incorporated by reference in this Lease Agreement, and shall apply to all residents of development of which the Unit is a part.
- e. To comply with all obligations imposed upon tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- f. To keep the Unit, adjacent grounds and other such areas as may be assigned to Tenant's exclusive use in a clean, orderly and safe condition (but not to make repairs, alterations or redecoration without the Landlord's written consent.)
- g. To provide reasonable care (including changing batteries) of smoke/carbon monoxide detectors to assure they are in working order; provided, Tenants who are unable to perform such tasks due to age and/or disability shall not be required to do so. Tenants are required to immediately notify Management regarding any non-working smoke detector.
- h. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- i. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances including elevators.
- j. To refrain from destroying, defacing, damaging or removing any part of the premises or property.
- k. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the property in a decent, safe and sanitary condition.
- l. To provide that the Tenant or any member of the Tenant's household, or any guest or other person under Tenant's control, shall NOT engage in criminal activity, including, but not limited to, drug-related criminal activity, ON the premises ("drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance) and, also, to provide that the Tenant or any member of the Tenant's household, or any guest, shall NOT engage in criminal activity, including, but not limited to, drug-related criminal activity, OFF the premises.
- m. To provide that the Tenant or any member of the Tenant's household, or any guest or other person under Tenant's control shall not display, use, or possess firearms (operable or inoperable) or other weapons as defined by the laws of the State, in the Unit or on the premises, provided that Landlord may alter these requirements related to firearms in its sole discretion.
- n. To keep no dogs, cats or other animals or pets in or on the premises except with the written consent of Landlord, which will be given in accordance with Landlord's policy related to pets set

forth in Attachment No. 4 and state and federal law, and to comply with all of Landlord's rules concerning the keeping of any approved pet.

- o. To pay Landlord's established charges, which shall be reasonable charges, for the repair of damages to the premises, property buildings, facilities or common areas (other than for normal wear and tear) that are caused by Tenant, Tenant's household guests, pets or animals, or by Tenant's failure to report needed repairs to Tenant's Unit.
- p. To permit the Landlord, pursuant to the provisions of Paragraph 17, to enter the premises for the purpose of performing periodic inventories and inspections, routine maintenance, making improvements or repairs, or showing the premises for re-leasing.
- q. To promptly report to the Landlord any needed repairs to the leased Unit and the premises and any unsafe conditions in the common areas and grounds which may lead to damage or injury.
- r. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Landlord in writing.
- s. To notify the Landlord of any temporary absence from the Unit which exceeds 14 consecutive days.
- t. To leave the Unit, upon vacating the premises, in a clean and safe condition (normal wear and tear excepted) and to return the keys to the Landlord. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as allowed by sections 5-12-130 (e) and (f) of the Landlord and Tenant Ordinance and in compliance with State law.
- u. Automobile repair shall not be permitted as set forth in the House Rules.
- v. Tenants have a responsibility to inspect their unit and immediately report any mold or mildew to Management as more specifically detailed on Attachment 5, the Mold and Mildew Addendum.
- w. To comply on a continuing basis, as determined in Landlord's discretion, with the Screening Criteria ("Screening Criteria") defined and set forth in Sections X.B, X.C.4, X.C.5, X.C.6, X.C.7, X.E, X.F, X.G and X.H of the Tenant Selection Plan for Rosenwald Courts ("TSP"), a copy of which TSP has been provided to Tenant as Attachment No. 5 to this Lease.
- x. To comply at all times with the requirements of Section 16 of this Lease.
- y. To refrain from smoking any substance (including, but not limited to, tobacco products) in the Unit or in any buildings on the premises. The No Smoking requirement is included as Attachment 6 to the Lease.

15. **RULES:**

The Tenant agrees to obey the House Rules, which are provided as Attachment No. 3 to this Lease Agreement. The Tenant agrees to obey additional rules established after the effective date of this Lease Agreement. Such rules will be reasonably related to the safety, care, and cleanliness of the building and safety, comfort and convenience of the tenants, and the Tenant will receive written notice of proposed rules at least 30 days before the rule is enforced.

16. **CERTIFICATION AND RECERTIFICATION OF INCOME AND FAMILY COMPOSITION**

- a. Tenant acknowledges that Tenant's eligibility for the Unit and/or the rent charged has been determined based on Tenant's application, including Tenant's representations about family income and composition. If Tenant has falsely certified to Tenant's income and family composition, such false certification will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Tenant.
- b. At least once each year, Landlord will determine whether the Tenant is eligible for continued occupancy under rent limitations applicable to the LIHTC Program and/or the Bond Program, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office.
- c. Regularly Scheduled Recertifications: Each year, approximately 90 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to re-compute the amount of the Tenant's rent.
- d. Failure by a Tenant to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, or failure to appear in a timely manner for a scheduled rent and income review, will be considered a material violation of the Lease Agreement.
- e. Tenant will advise the Landlord within ten days if Tenant or any household member becomes a full-time student. The LIHTC Program and the Bond Program provide for specific qualification restrictions with respect to occupancy by full-time students, a copy of which restrictions will at all reasonable times be made available in the Management Office. Tenant acknowledges that qualification to remain as a Tenant is at all times dependent upon the household meeting all student status requirements. Should Tenant fail to meet all student status requirements, Tenant agrees to vacate the Unit and premises and otherwise may be subject to eviction.

17. **ACCESS BY LANDLORD:**

Tenant agrees that, upon reasonable notification (not less than 48 hours except in case of an emergency), (a) the duly authorized agent, employee, or representative of Landlord will be permitted to enter Tenant's Unit during reasonable daytime hours (except in case of an emergency) for the purpose of performing routine inspections and maintenance, including extermination, for making improvements or repairs, or to show the premises for re-leasing; and (b) any representative of the State Agency may inspect the Unit for the purpose of fulfilling its responsibilities under the Code and the requirements of the LIHTC Program, and/or the Bond Program. A written statement specifying the purpose of the Landlord entry delivered to the premises at least 48 hours before such entry shall be considered reasonable advance notification. However, Landlord shall have the right to enter Tenant's Unit without prior notice to Tenant, if Landlord reasonably believes that an emergency exists which requires such entrance or if Tenant waives the 48-hour notice for a particular service that Tenant requests. In the event that Tenant and all adult members of his/her household are absent from the premises at the time of entry, Landlord shall leave on the premises a written statement of the date, time and purpose of entry prior to leaving the Unit. Landlord shall not enter Tenant's Unit if no adult member of Tenant's household is present and a member of Tenant's household younger than 18 years of age is present.

After the Tenant has given a notice of intent to terminate this Lease Agreement and relinquish possession of the Unit, the Tenant agrees to permit the Landlord to show the Unit to prospective tenants during reasonable hours on or after the date 60 days prior to the expiration of this Lease, provided the Landlord gives the Tenant not less than 48 hours notice. If the Tenant relinquishes possession of the Unit before this Lease Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

18. **TERMINATION OF TENANCY:**

- a. To terminate this Lease Agreement, the Tenant must give the Landlord at least 30 days written notice prior to the end of the term. The Tenant shall be liable for rent up to the end of the term or to the date the Unit is re-rented, whichever date comes first, as required by law.
- b. Any termination of this Lease Agreement by the Landlord must be carried out in accordance with Federal, State and local law, and the terms of this Lease Agreement. The Landlord may terminate this Lease Agreement only for:
 - (1) the Tenant's serious or repeated violations of the material terms of this Lease Agreement; or
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act.
- c. The following lease terms shall be considered material but are not an exclusive listing:
 - (1) Obligations of the Tenant identified in Paragraph 14 of this Lease Agreement.
 - (2) Nonpayment of rent or other charges due under the Lease Agreement.
 - (3) Three or more late payments of rent within any twelve month period.
 - (4) Serious or repeated interference with the rights of other Tenants.

- (5) Serious or repeated damage to the premises.
 - (6) Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
 - (7) Failure to report a change of income, employment, or identity of household members, or failure to provide any other information required by this Lease Agreement at the time required under this Lease Agreement.
 - (8) Misrepresentation of any material fact, including family income or composition, in the application for housing, or in any statements submitted to the Landlord.
 - (9) Keeping an animal or other pet in or on the premises in violation of Paragraph 14(n).
 - (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Unit, subject to any applicable legal requirements as to the ACC Assisted or PBV Assisted units.
 - (11) Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling Unit or the premises as posted and in effect from time to time.
 - (12) Any criminal activity engaged in by Tenant, a household member, or a guest or other person under Tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or the Landlord's employees, including any drug-related criminal activity on or off the premises.
- d. Domestic violence, as defined in the Violence Against Women Act (42 USC 1437d and 1437f), shall be considered a serious violation of a material term of this Lease. At the Landlord's discretion, in the event of domestic violence, the Landlord may bifurcate the household's lease and terminate the lease of the offender without terminating the lease of the victim.
 - e. The Landlord shall give notice of termination of this Lease Agreement by delivering a written or printed, or partly written and printed, copy thereof to the Tenant, or by leaving the same with a person aged 13 years or older residing on or in possession of the Unit, or by sending a copy of the notice to the Tenant by certified or registered mail, with a returned receipt or, if no one is in actual possession of the Unit, then by posting the notice on the Unit.
 - f. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord.

19. **NOTICE:**

- a. Except as provided in Paragraph 17 and Paragraph 18(d) above, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the tenant is visually impaired, all notices must be in an accessible format.
- b. Notice to the Landlord shall be in writing, delivered to the Landlord's office or sent by prepaid first-class mail, properly addressed to the Landlord's office.

- c. Notices sent by regular first class mail shall be deemed delivered on the Third business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid.

20. **REMOVAL OF TENANT'S PERSONAL PROPERTY ON TERMINATION:**

Tenant agrees to remove all furniture and other personal property from the premises immediately upon the termination of this Lease Agreement. Any property left on the premises after Tenant relinquishes possession of the Unit will be deemed abandoned and will be disposed of by Landlord as allowed by Section 5-12-130 of the Landlord and Tenant Ordinance and State law.

21. **ABANDONMENT OF PROPERTY:**

If Tenant is absent from the Unit, and all persons entitled under this Lease Agreement to occupy the Unit have been absent from the Unit for a period of thirty-two (32) days without written notice to the Landlord that any such person intends to occupy the Unit, and rent for such period is unpaid, then Landlord has the right to consider that the Tenant and others entitled to occupy the Unit have abandoned the Unit. In such event, any of Tenant's remaining personal property shall be considered abandoned and disposed of by Landlord as allowed by Section 5-12-130 of the Landlord and Tenant Ordinance and State law.

22. **CUMULATIVE RIGHTS:**

Each and every one of the rights and remedies of Landlord and Tenant are cumulative and the exercise of any right or remedy does not waive its other rights under the Lease Agreement or the law. The failure to exercise any right or remedy under the Lease Agreement or law shall not be a waiver thereof, but may be exercised later.

23. **CHANGES TO DWELLING LEASE AGREEMENT:**

- a. Schedules of Special Charges, House Rules, and other policies and addenda which are incorporated in the Lease Agreement by reference will be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Tenant upon request. Landlord may amend such schedules, rules, policies, etc. at any time, provided that Landlord shall give at least a 30-day written notice to each affected tenant setting forth the proposed policy or addendums and the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the adoption of the proposed policy or addendum. A copy of such notice shall be: (i) delivered directly or mailed to each tenant; or (ii) posted in at least three conspicuous places within the building in which the affected dwelling units are located, as well as in a conspicuous place in the Management Office, if any, or if none, in a similar business location within such building.
- b. This Lease Agreement evidences the entire agreement between Landlord and Tenant. No modifications shall be made during the term of this Lease Agreement except in writing and signed by both parties to the Lease Agreement. This Lease Agreement, as it applies to the ACC Assisted Units or PBV Assisted Units, shall not be amended or modified in any way without the prior written consent of the CHA.
- c. The Landlord may amend the form or content of this Lease Agreement in order to reflect changes in the Public Requirements or otherwise; provided, that no amendment to this Lease Agreement

shall be effective except upon the commencement of a new term, after at least 30 days' written notice to the Tenant which provides the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice shall be: (i) delivered directly or mailed to each tenant; or (ii) posted in at least three conspicuous places within the building in which the affected dwelling units are located, as well as in a conspicuous place in the Management Office, if any, or if none, in a similar business location within such building. The Landlord may require the Tenant to sign a document agreeing to the amendment and may treat the failure to do so as a material lease violation and grounds for eviction. Regardless of whether the Tenant is asked to or does sign any amendment, Tenant agrees to be bound by any such amendment following the end of the 30-day comment period, or to quit and vacate the Unit.

24. **ACCOMMODATION OF PERSONS WITH DISABILITIES:**

A person with disabilities shall for all purposes under this Lease Agreement be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Unit in a manner equal to that of a person without disabilities. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

25. **CONTENTS OF THIS AGREEMENT:**

This Lease Agreement and its attachments make up the entire Lease Agreement between the Tenant and the Landlord regarding the Unit. If any Court of competent jurisdiction declares a particular provision of this Lease Agreement to be invalid or illegal, all other terms of this Lease Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them. This Lease Agreement shall be deemed to include all provisions of federal or state law which are required to be included herein and which provide the Tenant with rights or with notice thereof, provided that Landlord in fact provides to Tenant, in a separate notice or document, the notice or rights that are required to be provided. With respect to the ACC Assisted Units, if any conflict exists between this Agreement and Rider A, then the provisions of Rider A shall control. With respect to the PBV Assisted Units, if any conflict exists between this Agreement and Rider B, then the provisions of Rider B shall control.

26. **ATTACHMENTS TO THE AGREEMENT:**

The Tenant certifies that he/she has received a copy of this Lease Agreement and the following attachments to this Lease Agreement and understands that these Attachments are part of this Lease Agreement.

- a. Attachment No. 1 - Form HUD-50058, Certification and Recertification of Resident Eligibility
- b. Attachment No. 2 - Initial Unit Inspection Report
- c. Attachment No. 3 - House Rules
- d. Attachment No. 4 – Pet Policy
- e. Attachment No. 5 – Mold & Mildew Addendum

f. Attachment No. 6 – No Smoking Addendum

g. Attachment No. 7 – Tenant Selection Plan Section X

SIGNED:

TENANT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

DRAFT

Rider A to Lease Agreement
Provisions relating to ACC Assisted Units

The Rider A ("Rider") is attached to and made a part of the Lease Agreement by and between _____ ("Landlord") and _____ ("Tenant") dated _____ ("Lease Agreement"). This Rider shall be applicable to all ACC-Assisted Units in the housing community known as Rosenwald Courts. If there is any conflict between this Rider and the Lease Agreement, with respect to ACC Assisted Units only, then the terms of this Rider shall govern. In addition, any capitalized term in this Rider not otherwise defined herein, but defined in the Lease Agreement, shall have the meaning given to such term in the Lease Agreement.

1. **LEASE TERM AND RENEWALS.** The Lease Agreement shall be automatically renewed for successive terms of one year, unless:

a. Tenant has given Landlord 30 days written notice that Tenant does not wish to renew the Lease and vacates the Unit before the end of the term;

b. Tenant or a member of Tenant's household has failed to comply with the requirements for continuing occupancy set forth in Section 14(u) of the Lease and Section 13 of this Rider; or

c. Tenant or another household member has seriously or repeatedly violated any material term of this Lease Agreement or this Rider and Landlord has terminated the Lease Agreement in accordance with its terms.

2. **CHARGES.** Any charges referred to in the Lease Agreement, including the charges referred to in paragraphs 5 and 9 of the Lease Agreement, are not rent and are not due and collectible until fourteen days after the Landlord gives the Tenant written notice of the charges.

3. **ADVERSE ACTIONS; GRIEVANCE PROCEDURE:**

a. Landlord will notify the tenant of the specific grounds for any proposed adverse action by the Landlord.

b. All disputes concerning the obligations of the Tenant or the Landlord under this Lease Agreement other than those involving (i) criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or the Landlord's employees, or (ii) drug-related criminal activities on or off the premises, or (iii) any activity resulting in a felony conviction, shall be processed and resolved pursuant to the Chicago Housing Authority Grievance Procedure which has been attached to and incorporated in the Tenant Selection Plan, a copy of which is posted in the Management Office and incorporated herein by reference.

c. Before beginning the Grievance Procedure for any grievance involving the amount of rent due, the Tenant must pay the amount of rent due to a rent escrow account ("Rent Escrow Account"). The Tenant must continue to pay the amount of monthly rent due to the Rent Escrow Account until the Tenant's complaint is resolved. Management will waive the requirement for an escrow deposit where necessary because of a financial hardship exemption or the effect of welfare benefits reduction, in Landlord's reasonable discretion. Unless the Landlord waives the escrow requirement because of the Tenant's financial hardship, the Tenant's failure to make a payment to the Rent Escrow Account will terminate the Grievance Procedure.

4. **REPAIRS**

a. In the event repairs which relate to defects or conditions which are hazardous to life, health or safety are not made in accordance with paragraph 10(b) of the Lease Agreement or alternate accommodations are not provided in accordance with paragraph 10(c) of the Lease Agreement to the extent such repairs relate to defects which are hazardous to life, health or safety, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household, guests, pets or animals, all in accordance with the Landlord and Tenant Ordinance.

b. In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the Landlord to be held in escrow pending a decision in accordance with the Grievance Procedure.

5. **TRANSFERS**

If the Landlord determines in accordance with Public Requirements that the size of the dwelling Unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered said unit and shall move within 30 days unless otherwise authorized by the Landlord. If the Tenant fails to accept the proffered unit, the Landlord may terminate this Lease Agreement. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons. If a Tenant requests a transfer to a different dwelling Unit, then Landlord shall refer such a request to the CHA.

6. **REDETERMINATION OF ELIGIBILITY, RENT AND DWELLING:**

At least once each year, and at other times as described below, Landlord will determine whether Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office. The policies are as follows:

- a. **Regularly Scheduled Recertifications:** Each year, approximately 90 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to recompute, if necessary, the amount of the Tenant's rent.
- b. **Reporting Changes Between Regularly Scheduled Recertifications:**
 - (1) If any of the following changes occur, the Tenant agrees to advise the Landlord within ten days of its occurrence:
 - (a) Any household member moves in or moves out of the Unit.
 - (b) Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment which last more than 30 days.

- (c) The household's monthly income increases by \$100.
 - (2) The Tenant may at any time report any decrease in income or any change in other factors considered in calculating the Tenant's rent, and in such case the Landlord will process an interim adjustment to the Tenant's rent, as appropriate.
- c. Failure by a Tenant (i) to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, (ii) to report any increases in household income during a scheduled rent and income review, or (iii) to timely appear for a scheduled rent and income review, will be considered a material violation of the Lease Agreement, may lead to eviction, and will result in any rent increase being effective retroactive to the time the increase would have been made without the provisions of the 30-day notice as otherwise required. The Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.
 - d. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent was computed.
 - e. In the event of any rent adjustment pursuant to the provisions above, the Landlord will mail or deliver a "Notice of Rent" to the Tenant in accordance with Section 19 of the Lease Agreement. In case of a rent decrease, the adjustment will 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 next month at least 60 days after delivery of notice to Tenant concerning the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from finding of a misrepresentation as provided above).

7. **FLAT RENT.**

Instead of an income-based rent, Tenant may choose for each year to pay a "Flat Rent" which is equal to the maximum rent for Tenant's unit under the Federal Low Income Housing Tax Credit Program, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended. Upon Tenant's request, Landlord will provide sufficient information for an informed choice by Tenant. Tenant may switch from a flat rent to an income-based rent during a lease year only in the event of financial hardship, as determined in accordance with written policies of the Chicago Housing Authority.

8. **LEASE TERMINATION**

- a. The Landlord shall give written notice of termination of the Lease Agreement as follows:
 - (1) 14 calendar days in the case of failure to pay rent.
 - (2) A reasonable time commensurate with the exigencies of the situation (but not to exceed 30 calendar days) in the case of creation or maintenance of a threat to the health or safety of other tenants, the Landlord's employees, or persons residing in the immediate vicinity of the premises, or in the case of any drug-related or violent criminal activity or any felony conviction.

- (3) 30 calendar days in all other cases, or such shorter period of time as may be provided by any State or local law.
- b. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord. The notice shall also inform the Tenant of the right to examine Landlord's documents directly relevant to the termination or eviction. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's Grievance Procedure.
- c. A notice to vacate, which is required by State or local law, may be combined with or run concurrently with a notice of Lease Agreement termination.
- d. When the Landlord is required to afford the Tenant the opportunity for hearing under the Landlord's Grievance Procedure for a grievance concerning the Lease Agreement termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- e. When the Landlord is not required to afford the Tenant the opportunity for a hearing under the administrative Grievance Procedure for a grievance concerning the Lease Agreement termination, and the Landlord has decided to exclude such grievance from the Grievance Procedure, the notice of Lease Agreement termination shall:
 - (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Landlord for eviction procedure, and state that HUD has determined that this procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (3) State whether the eviction is for a criminal activity or for drug-related criminal activity as described in HUD regulations.
- f. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all of the circumstances of the case, including the extent to which the leaseholder participated in the offense, the seriousness of the offense, the alleged offenders participation in any drug treatment or rehab program, the extent of participation by family members, the effects that the eviction would have on family members not involved in the proscribed activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. In appropriate cases, the Landlord may impose a condition that family members who engaged in the proscribed activity will not reside in the Unit.
- g. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request and in accordance with the Landlord's Grievance Procedure, any documents, records and regulations which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of Lease Agreement termination shall inform the Tenant of the Tenant's right to examine Landlord's documents, records and regulations concerning such termination of tenancy or eviction.

9. **CRIMINAL CONDUCT POLICY**

- a. The Landlord endorses and enforces the “Criminal Conduct” policy which provides for zero tolerance of illegal drug use and criminal activity by residents, their households and their guests. It is an express condition of this Lease Agreement that the Tenant, household members and invited guests will refrain from criminal activity as defined below, including illegal drug use. Failure to meet this obligation is a violation of this Lease Agreement and cause for immediate eviction where permitted by state law, even if it is a first offense and even if no household members are aware of the activity. Notices of termination of tenancy delivered pursuant to this Section 9(a) shall include a statement that the Tenant shall have 10 days from and after the date of such notice delivery to meet with the Landlord to discuss the proposed termination and present any defenses or mitigating circumstances. In appropriate cases, the Landlord may, in Landlord’s sole discretion, decide to impose a condition that the particular family members or guests who engaged in criminal activity or drug-related criminal activity shall neither reside in Tenant’s Unit nor visit the premises in which the Unit is located as a condition of continued occupancy, instead of terminating the Lease Agreement and evicting the entire household. In so doing, however, there shall be no waiver of the terms and conditions of this Lease Agreement and Rider, or of Landlord’s right to enforce the terms and conditions of the Lease Agreement.
- b. The following activities are covered by this section:
- (1) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the Management Agent, or persons residing in the immediate vicinity of the premises, or any drug-related criminal activity on or off such premises, engaged in by a Tenant, any member of the Tenant’s household, or any guest or other person under the Tenant’s control. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance);
 - (2) any occupancy in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility for admission of illegal drug users and alcohol abusers), or the furnishing of any false or misleading information pursuant to section 577 of said Act;
 - (3) any illegal use of a controlled substance by a Tenant or household member;
 - (4) any abuse (or pattern of abuse) of alcohol, by a Tenant or household member, where such use of abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
 - (5) if a Tenant or household member is fleeing to avoid prosecution, or custody or confinement after eviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under laws of the place from which the individual flees;
 - (6) if a Tenant or household member is violating a condition of probation or parole imposed under Federal or State law;
 - (7) if a Tenant or household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or

- (8) if a Tenant, household member or visitor is engaging in any other criminal conduct specified by federal statute as being grounds for eviction.
- c. It is the ordinary policy of the Management Agent, consistent with the policy of HUD and the CHA, but subject always to any restrictions on this policy imposed by state law, to evict any Tenant and his/her household for any violation covered by this section, regardless of whether every household member took part in or was aware of the activity and regardless of any other circumstance which might be deemed extenuating. The protection of the entire community is of paramount importance. Notwithstanding, if in the exercise of extraordinary discretion the Landlord shall agree to some lesser remedy such as partial eviction (less than all household members), there shall be no waiver of the terms and conditions of this Lease Agreement or of the Landlord's right to enforce such terms on a different occasion.

10. **PRESERVATION OR TRANSFORMATION OF PUBLIC HOUSING:**

a. The Landlord's operation of all ACC-Assisted Units, including the Unit, is supported in part by operating subsidies which the CHA received from HUD and is contractually obligated to pay to Landlord. Rent paid by Tenant under the Lease Agreement may be less than the cost of operation of the Unit. If, as a result of a reduction in Congressional appropriations or any other change in applicable law, the CHA is unable to meet its contractual obligation to pay Landlord operating subsidies with respect to all ACC-Assisted Units, then any actions of the Landlord will be subject to Section 35 of the United States Housing Act of 1937, as amended (the "Act") and all implementing regulations, and to any agreements pursuant thereto affecting the Landlord's right to deviate, under certain conditions, from the otherwise applicable restrictions under the Act regarding rents, income eligibility, and other areas of public housing management.

b. In the event of a shortfall in operating subsidies to the Landlord as described in subsection (a) above, continuing residency and lease terms for tenants under the Lease Agreement for ACC-Assisted Units may be changed. In such event, the Landlord and the CHA will be permitted to implement a plan to assure that the viability of the Rosenwald Courts rental property as a part of the mixed income community can be maintained on a sound financial footing without unnecessary hardship to residents of ACC-Assisted Units, excessive claims on scarce resources, or a marked deterioration in the physical condition of the Rosenwald Courts rental property, such as the following: (i) an increase in Tenant income-based rent above the amounts otherwise permitted by HUD regulations; (ii) an increase in Tenant flat rent otherwise established by the Landlord; (iii) provision to the Tenant by the CHA of substitute housing, including Section 8 rental assistance or public housing in a location other than the Rosenwald Courts rental property; and (iv) termination of Tenant's Lease Agreement. All such actions shall be taken subject to due notice to Tenant as required by the Act and applicable State and local law. HUD, to date, has not issued any regulations defining the manner in which Landlord may deviate from current regulations. Certain remedies specified herein may be subject to the issuance of regulations by HUD.

c. All actions taken by the Landlord pursuant to this Section 10 are subject to the Act, any regulations that implement the Act, and the terms of any Agreement entered into by the Landlord and the CHA pursuant thereto. The Landlord shall give Tenant no less than 30 days notice of any action that the Landlord shall take affecting Tenant's continuing residency terms of this Lease Agreement pursuant to this Section 10. So long as Tenant is in compliance with all payment requirements of this Lease Agreement, Landlord shall not refer Tenant to a credit agency as a result of a Tenant default resulting solely from a shortfall in operating subsidy paid to the Landlord for ACC-Assisted Units.

11. **UTILITY CHARGES.** If paragraph 7 of the Lease provides that Tenant pays for gas or electric utilities, the Landlord shall provide Tenant with a utility allowance in the amount of \$_____ for which the Tenant

has the responsibility to maintain utilities in the unit and to make payments directly to the utility supplier. If the Tenant pays for utilities, the Tenant agrees to sign a third-party notification agreement with the utility company so that Landlord will be notified if the Tenant fails to pay the utility charges.

12. **SECURITY DEPOSIT.** Landlord acknowledges that it is anticipated that the security deposit required pursuant to paragraph 8 of the Lease is to be made by CHA on behalf of Tenant. However, if CHA fails or refuses to make such payment, Tenant shall not be relieved of its obligation to provide a security deposit as required by the Lease (such amount shall not exceed the Tenant's monthly rent for the Unit). Landlord shall return the unused portion of the security deposit to CHA or the Tenant, as applicable.

13. **COMPLIANCE WITH PROPERTY SCREENING CRITERIA**

a. When the Tenant was accepted for occupancy of a Unit, the Management Agent reviewed the Tenant's application file for compliance with certain criteria (collectively, the "Screening Criteria") set forth and defined in the Landlord's Tenant Selection Plan ("TSP"). The Tenant demonstrated compliance with the Screening Criteria, or that the Tenant was working to meet the Screening Criteria.

b. Working to Meet the Screening Criteria. Check if applicable: _____.

1. Notwithstanding the Tenant's failure to satisfy one or more of the Screening Criteria, the Tenant has been conditionally accepted for occupancy because Tenant was compliant with Tenant's prior lease at the time of application and admission and provided evidence sufficient in the Management Agent's discretion that the Tenant is working to meet the Screening Criteria, as permitted under Section X(L) of the TSP.

2. If the Tenant has been conditionally admitted because the Management Agent has determined that the Tenant is working to meet the Screening Criteria pursuant to the activities described in the TSP, the Tenant and the Management Agent have memorialized in writing the conditions the Tenant is currently satisfying and must continue to satisfy to show that he or she is working to meet the Screening Criteria (the "Compliance Plan"). Failure to comply with the conditions of the Compliance Plan at any time during the first year of occupancy shall not be grounds for termination of the Lease Agreement, but shall be grounds for termination thereafter. Verification of continuing to satisfy the Compliance Plan will be reviewed every 90 days by the Management Agent to determine status of the Tenant to meet the Screening Criteria.

3. If the Tenant is working to meet the Screening Criteria pursuant to the Compliance Agreement, and after 9 months of occupancy the Tenant does not meet such Screening Criteria, the Management Agent will notify the CHA to begin looking for a unit for the resident at a property where the Tenant satisfies the occupancy criteria. If the Tenant does not meet the Screening Criteria he or she is working to meet pursuant to the required activities within one year of Tenant's move-in date, the Management Agent shall notify the Tenant and the CHA, and the CHA shall transfer the Tenant to a unit outside the Rosenwald Courts rental development. The CHA will relocate Tenant within a reasonable time after the first anniversary of the Tenant's move-in date.

c. Continued Compliance with Screening Criteria.

1. Tenant shall continue to comply with the Screening Criteria defined and set forth in Sections X.A., X.B, X.C.4, X.C.5, X.C.6, X.C.7, X.E, X.F, X.G and X.H of the TSP throughout Tenant's residency in the Unit, as applicable (the "Ongoing Compliance Requirements"). Tenant shall be re-examined for compliance with the Ongoing Compliance. Tenant shall comply with Landlord's requests for

verification by signing releases or authorizations for third party sources of information, presenting documents for review, or providing of forms of verification acceptable to the Management Agent every 90 days.

2. Subject to subsection (d) below, failure to comply with the above-referenced Screening Criteria or to work to meet the Screening Criteria shall be grounds for termination of the Lease Agreement.

d. Subsequent Working to Meet Period.

1. If an RRC applicant who becomes a Tenant subsequently fails to meet the Ongoing Compliance Requirements or fails to work to meet the Ongoing Compliance Requirements as permitted in Section X(L) of the TSP, in order to continue in occupancy, Tenant must provide evidence sufficient, in the Management Agent's discretion, to show that Tenant is working to meet the Ongoing Compliance Requirements within one year. The procedures of subsection (b) above shall then apply to Tenant.

2. Notwithstanding the foregoing, the Lease Agreement may be terminated (i) if Tenant has supplied false information to Landlord, (ii) for failure to pay rent in a timely manner; (iii) for any drug-related or other criminal activity or other behavior that adversely affects the health, safety or right to peaceful enjoyment of the premises by other residents; or (iv) as otherwise specified in the Lease.

DRAFT

SIGNED:

TENANT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

DRAFT

RIDER B
FORM HUD 52530.C – PROJECT BASED VOUCHER LEASE RIDER

[ATTACHED]

DRAFT

ATTACHMENT NO. 1
FORM HUD-50058 – CERTIFICATION AND RECERTIFICATION OF FAMILY ELIGIBILITY

[ATTACHED]

DRAFT

ATTACHMENT NO. 2
INITIAL UNIT INSPECTION REPORT

[ATTACHED]

DRAFT